

2012 AGRICULTURAL WATER MANAGEMENT PLAN

**Prepared
By**

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LIST OF ACRONYMS AND ABBREVIATIONS

AF	Acre foot
ac-ft/yr	Acre-feet per year
Act	Agricultural Water Management Planning Act
AWMP	Agricultural Water Management Plan
AWS	Agricultural Water Suppliers
AWWA	American Water Works Association
AB	Assembly Bill
BR	Bear River System
B/C	Benefit/cost ratio
BMP	Best Management Practice
BMPs	Best Management Practices
CDFG	California Department of Fish and Game
CDPH	California Department of Public Health
DWR	California Department of Water Resources
CEQA	California Environmental Quality Act
CIMIS	California Irrigation Management Information System
SWRCB	California State Water Resources Control Board
CUWCC	California Urban Water Conservation Council
CWC	California Water Code
CVRWQCB	Central Valley Regional Water Quality Control Board
§	Code or Regulatory Section
CABY	Cosumnes, American, Bear and Yuba Rivers
CFm	Cubic feet per minute
CFS	Cubic feet per second
DC	Deer Creek System
°F	Degrees Fahrenheit
DMM	Demand Management Measure
DMMs	Demand Management Measures
DWR	Department of Water Resources
EA	Each
EWMP	Efficient Water Management Practices
EL	Elevation
ET	Evapotranspiration
ETc	Evapotranspiration (crops)
ETo	Evapotranspiration (reference)
FERC	Federal Energy Regulatory Commission

LIST OF ACRONYMS AND ABBREVIATIONS

FT	Feet/foot
hp	Horsepower
IRWM	Integrated Regional Water Management
IRWMP	Integrated Regional Water Management Plan
ILRP	Irrigated Lands Regulatory Program
LF	Linear Feet
MOU	Memorandum of Understanding
MI	Miner's inch; a measurement of water
NID	Nevada Irrigation District
PG&E	Pacific Gas and Electric
PCWA	Placer County Water Agency
PNSSNS	Placer, Nevada, South Sutter, North Sacramento Watershed Coalition (agricultural organization)
RCO	Railroad Commission Order
SB	Senate Bill
SBx7-7	The Water Conservation Act of 2009
UC	University of California
UWMP	Urban Water Management Plan
WWTP	Wastewater Treatment Plant
WTP	Water Treatment Plant
WRCC	Western Regional Climate Center

SECTION 1

INTRODUCTION

This Agricultural Water Management Plan (Plan) was prepared by the Nevada Irrigation District (NID or District) in accordance with California Water Code Section §10820 (a) which requires all agricultural water suppliers that provide water to 10,000 or more irrigated acres to prepare a plan. The Plan was prepared following the Department of Water Resources' (DWR) issuance of the Draft Guidebook to Assist Agricultural Water Suppliers to prepare a 2012 Agricultural Water Management Plan dated January 12, 2012. In addition to this Introduction, the Plan includes:

Section 2 – Agricultural Water Supplier and Service Area

Section 3 – Inventory of Water Supplies

Section 4 – Water Balance

Section 5 – Climate Change

Section 6 – Efficient Water Management Practices

The Introduction section provides an overview of the Agricultural Water Management Planning Act, public participation, agency coordination and plan submittal. In order to aid the reader in understanding the context of the Plan content, at the beginning of some sections and subsections in this Plan is italicized text quoting specific portions of the Act that are relevant to the particular Plan sections.

1.1 Agricultural Water Management Planning Act (Act) [§10826 (a)]

The Act requires every agricultural water supplier providing water to more than 10,000 or more irrigated acres excluding recycled water to adopt and submit an Agricultural Water Management Plan every five years to DWR. According to DWR, the Act states that agricultural water suppliers should make every effort to assure the appropriate level of reliability in its water service to sufficiently meet the needs of its customers during normal, dry, and multiple dry years. The Act describes the contents of the Plan as well as how agricultural water suppliers should adopt the Plan. One of the purposes of this Plan is to ensure the efficient use of available water supplies, as required by the Act.

1.2 Public Participation and Plan Adoption [§10841]

Prior to adopting the Plan (including updates), the agricultural water supplier shall make the proposed plan available for public inspection, and hold a public hearing on the Plan. Copies of the proposed Plan must be submitted to appropriate local, regional, state and federal agencies, special districts and the public to notify that an AWMP is under preparation and allow opportunity for their input into the Plan.

Prior to the public hearing, notice of the time and place of the hearing is to be published within the jurisdiction of the publicly owned water supplier once a week for two successive weeks required by Section §6066 of the Government Code. After the public hearing, the Plan can be adopted as prepared or as modified during or after the hearing.

NID sent a draft Plan to all the entities listed in Table 1-1 on September 28, 2012 and provided a thirty (30) day review period to submit comments. A public copy was also made available at the District's office and it was posted on the District's website. A noticed public hearing was held on October 24, 2012 by NID's Board of Directors to solicit comments. Notices for the public hearing were published in The Union newspaper, Appeal Democrat and the Auburn Journal newspaper for two weeks. In addition, NID personnel attended local agricultural organizational meetings such as the Nevada and Placer County Farm Bureau and the Agricultural Advisory Commission meetings. Comments that were received are included in Appendix A. Comments were reviewed and the Draft Plan was appropriately modified prior to final adoption which occurred at the November 28, 2012 NID Board of Directors meeting.

TABLE 1-1 SUMMARY OF PLAN COORDINATION WITH APPROPRIATE AGENCIES

POTENTIAL INTERESTED PARTIES AND COORDINATING AGENCIES	NOTIFIED PRIOR TO PLAN ADOPTION	PARTICIPATED IN DEVELOPING PLAN	COMMENTED ON DRAFT	ATTENDED PUBLIC MEETINGS	CONTACTED FOR ASSISTANCE	SENT A COPY OF DRAFT PLAN	NOT INVOLVED NO INFORMATION	SENT A COPY OF FINAL PLAN
City of Auburn	X					X		X
City of Grass Valley	X					X		X
City of Nevada City	X					X		X
City of Lincoln	X					X		X
Nevada County	X					X		X
Nevada County Farm Bureau	X					X		X
Placer County	X					X		X
Placer County Farm Bureau	X					X		X
Placer County Water Agency (PCWA)	X					X		X
Yuba County	X					X		X
Yuba County Farm Bureau	X					X		X
State Water Resources Control Board (SWRCB)	X					X		X
Regional Water Quality Control Board (RWQCB)	X					X		X
California Department of Water Resources (CDWR)	X					X		X
California Department of Fish & Game (CDFG)	X					X		X
General Public	X					X		X
California State Library								X

1.3 Plan Submittal [§10841]

The Plan must be submitted to DWR within 30 days of adoption. Copies of the adopted AWMP shall be submitted to any city and/ or county within which the agricultural water supplier extracts or provides water supplies §10843 (b)(2), any urban water supplier within which jurisdiction the agricultural water supplier provides water supplies §10843 (b)(4), any city or county library within the jurisdiction the agricultural water supplier provides water supplies §10843 (b)(5), the California State Library §10843 (b)(6), any Local Agency Formation Commission (LAFCo) serving a county within which the agricultural water supplier provides water supplies §10843(b)(7).

NID's Plan was submitted to DWR in December of 2012. Upon approval of the final Plan by DWR, NID will distribute the Plan to the appropriate agencies and libraries.

1.4 Previous Water Management Activities [§10826 (d)]

NID has not submitted any prior plans.



Jackson Meadows Reservoir in NID's Mountain Division

SECTION 2

AGRICULTURAL WATER SUPPLIER & SERVICE AREA [§10826 (a)]

This section describes the general physical information about the District in order to form a basis for evaluating structural or operational improvements by, and within, the service area, as well as to provide the basic information about the physical aspects of the District that may affect potential water management. This section also provides background information such as the NID's date of formation and sources of water supply.

NID was organized in 1921 under the California Irrigation District Act of 1897 as a nonprofit irrigation district, and operates under Division 11 of the State Water Code. The District services approximately 287,000 acres in Nevada, Placer and Yuba counties in Northern California, supplying both treated and raw water for irrigation, domestic, municipal and industrial purposes. (See Figure 2.1 Map of NID's Location).

NID serves about 5,400 agricultural customers with an average total reported irrigated acreage of 29,400 acres and sales totaling 134,000 AF per year. Most agricultural water customers purchase water seasonally, from mid-April through mid-October and the water is mainly used for irrigated pasture, vineyards, orchards and family gardens. There are approximately 19,000 domestic and five municipal services which provide water to a population of about 80,000 persons with usage totaling 11,000 AF.

The District's primary source of supply is surface water derived principally from the Yuba River, Bear River, and Deer Creek watersheds (see Figure 2.2 Watershed Boundaries and NID Service Area). In the early 1920s, NID acquired storage and regulating facilities in the upper reaches of the Middle and South Yuba Rivers. In 1926, NID acquired most of its Canyon Creek holdings including the Bowman, Sawmill, French, and Faucherie Reservoirs. Associated water rights were also obtained. Deer Creek rights were obtained in the 1920s for the development of Scott's Flat Reservoir. In 1963, NID partnered with Pacific Gas & Electric (PG&E) to develop additional storage and conveyance capacity and generate power from water derived from the Yuba and Bear River watersheds through the Yuba-Bear Project (see Figure 2.3 Map of NID Storage Reservoirs).

Figure 2.1 Nevada Irrigation District Location



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Date: 9/17/2012
Drawn By: D. HUNT

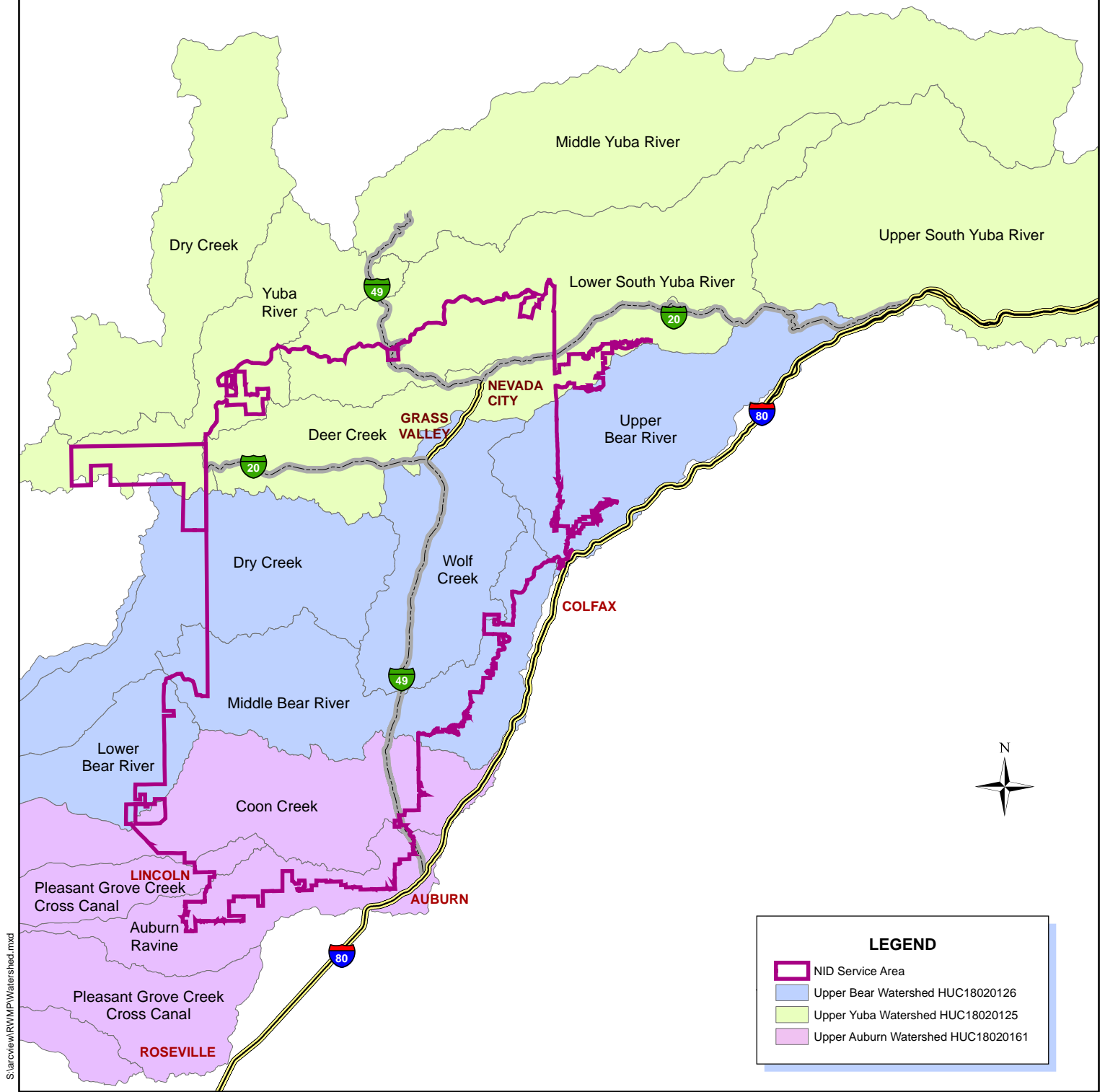
NEVADA IRRIGATION DISTRICT LOCATION

NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

FIGURE 2.1
SCALE: NO SCALE

Figure 2.2 Watershed Boundaries & NID Service Area



Date: 9/17/2012
 Drawn by : Dean Hunt

WATERSHED BOUNDARIES AND NID SERVICE AREA

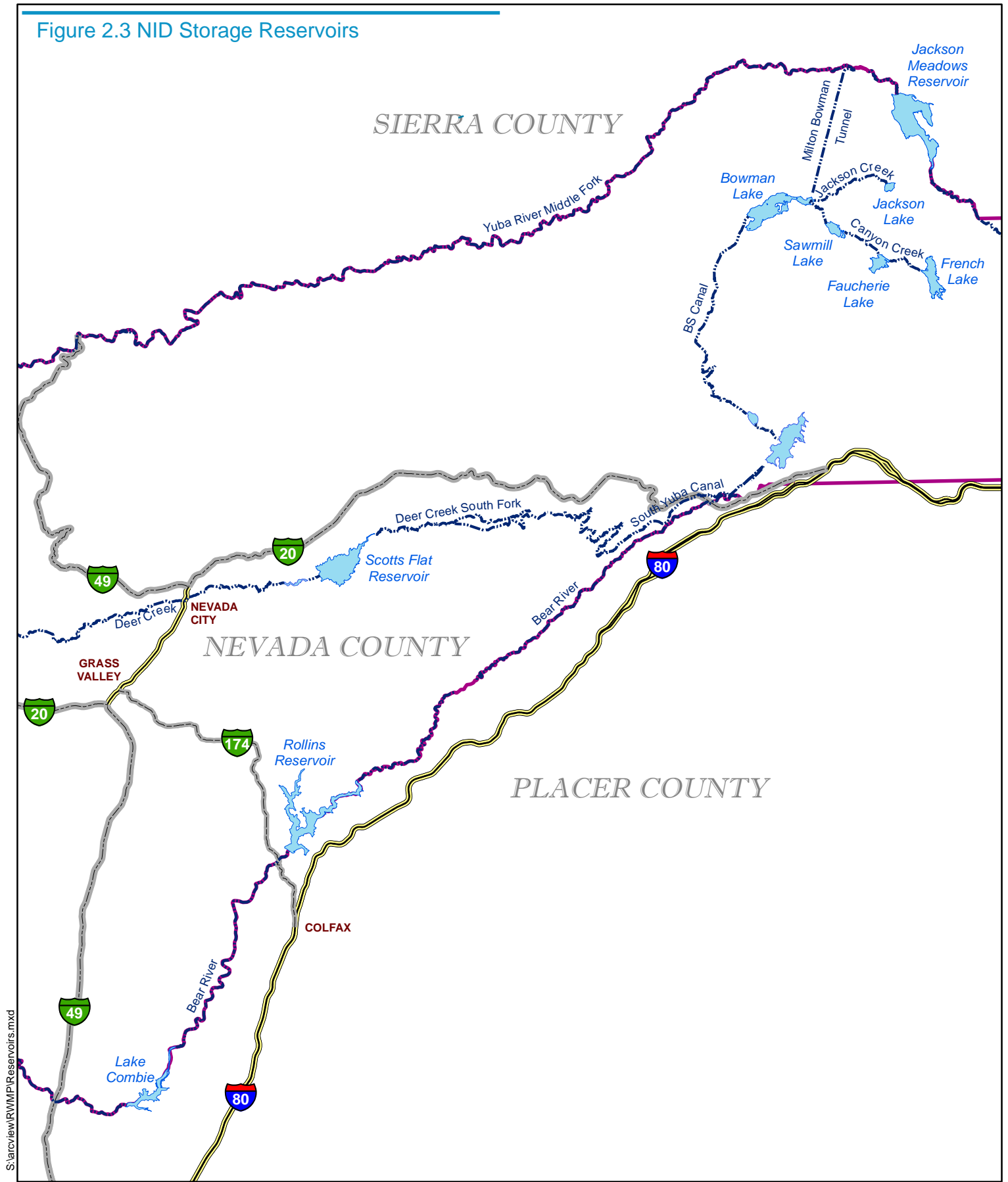
NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

FIGURE 2.3

Scale: NO SCALE

Figure 2.3 NID Storage Reservoirs



S:\arcview\RWMP\Reservoirs.mxd



Date: 9/17/2012
 Drawn By: Dean Hunt

NID STORAGE RESERVOIRS *NEVADA IRRIGATION DISTRICT*

NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

FIGURE 2.3

SCALE: No Scale

In addition to surface water, the District also receives water from contract purchases and recycled water. The sum total of these three sources provides NID with approximately 330,000 acre-feet of water annually. This value varies from year to year based upon the hydrologic conditions. The District has water rights to approximately 450,000 acre-feet of water when available.

NID operates and maintains nine reservoirs with a combined storage total of 279,985 acre feet (AF) and a distribution network of approximately 425 miles of canals. The distribution system is comprised of a mixture of canals, siphons, pipelines, and other water conveyance structures, as well as re-regulating reservoirs (see Table 2-1 System Canals and Sub-laterals).

2.1 Size of the Service Area [§10826 (a)(1)]

There are approximately 287,000 acres within the District boundaries which cover portions of three counties Nevada, Placer, and Yuba. NID's agricultural customers irrigate approximately 29,400 acres per year.

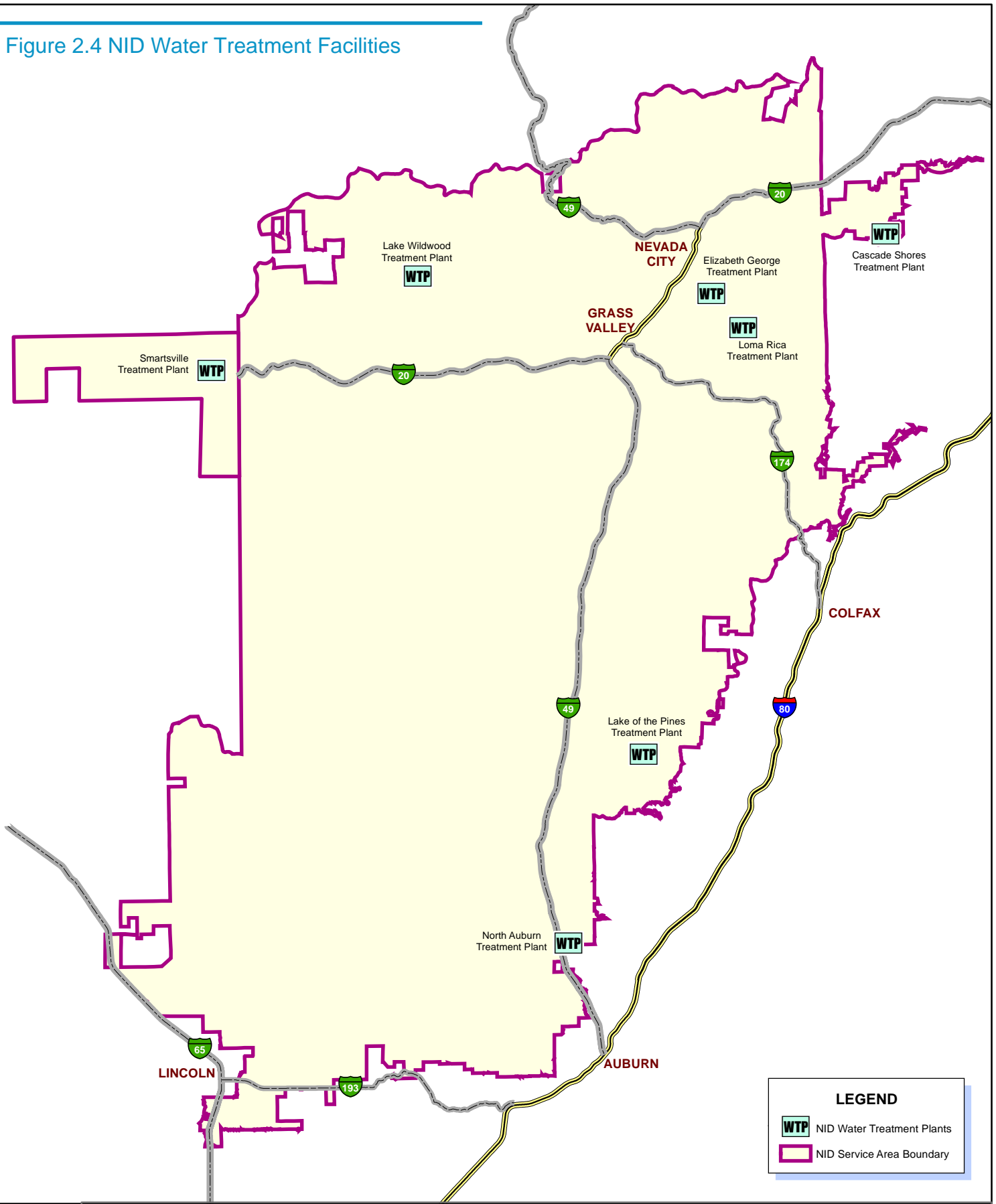
NID also supplies water for municipal, domestic, and industrial purposes. Municipal customers include Grass Valley, Nevada City, and a portion of Lincoln. A small portion of treated water production is delivered through master meters to select areas under jurisdiction of other municipalities. The domestic water system connections are predominantly single-family, but also consist of multi-family, commercial, industrial, institutional and large landscape customers. NID's domestic water system consists of seven service areas listed below (see Figure 2.4 NID Water Treatment Facilities).

- Unincorporated areas surrounding Grass Valley and Nevada City
- Alta Sierra
- Lake Wildwood
- North Auburn
- Lake of the Pines
- Cascade Shores
- Smartsville

2.2 Location of Service Area & Water Management Facilities [§10826 (a)(2)]

NID's service area is located on the western slope of the Sierra Nevada Mountain Range and encompasses 287,000 acres and covers portions of three counties: Nevada, Placer and Yuba. NID system of nine reservoirs consists of six reservoirs in the "Mountain Division" and three reservoirs in the "Lower Division". Most of NID's water begins as snow on a 70,000 acre mountain watershed. The highest peak in the District is at 8,373 foot elevation at English Mountain. NID's watershed is located on the upper reaches of the Yuba River, Bear River, and Deer Creek. See Figure 2.5 Service Area Boundary Map.

Figure 2.4 NID Water Treatment Facilities



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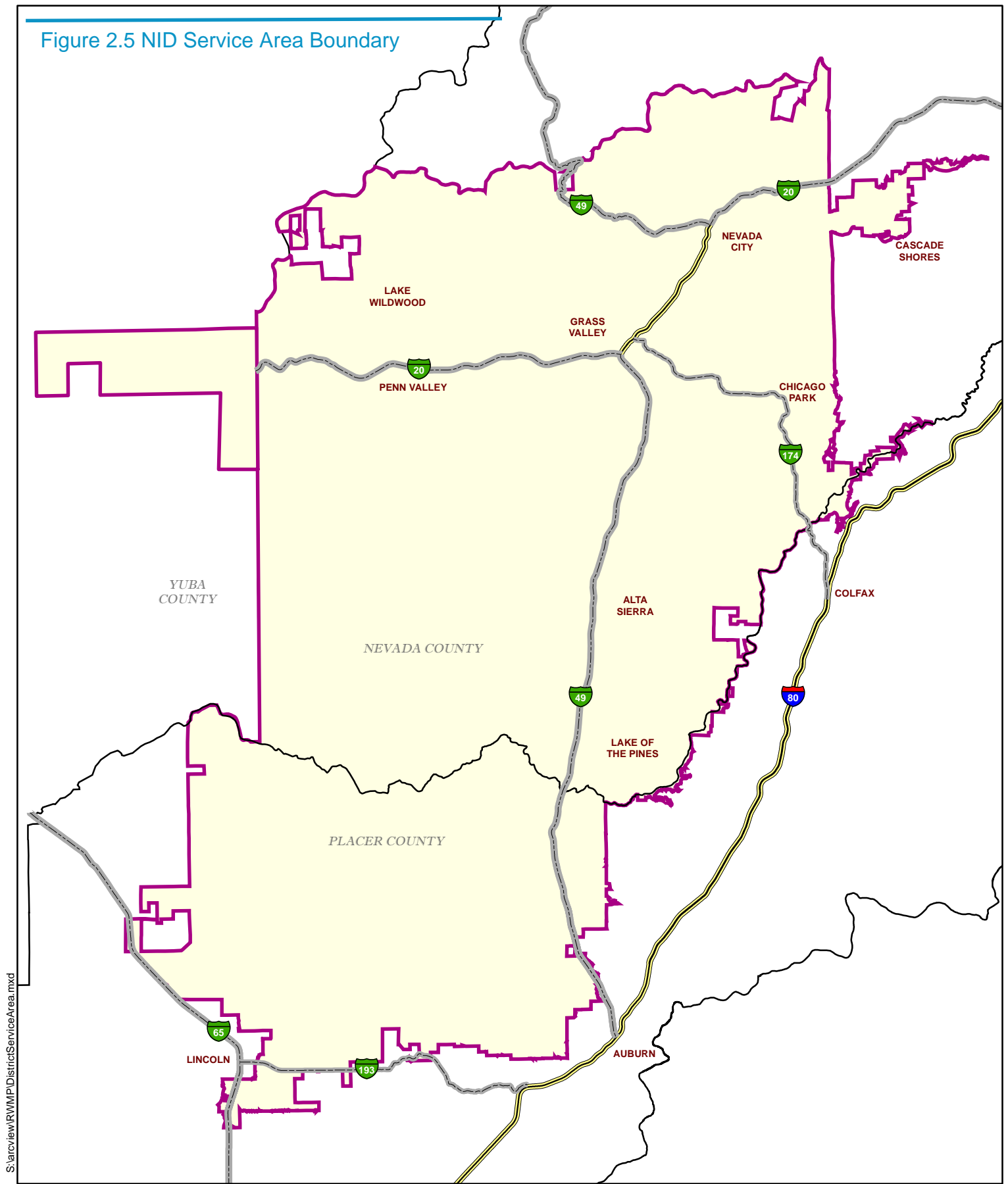


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NID WATER TREATMENT FACILITIES *NEVADA IRRIGATION DISTRICT* NEVADA COUNTY -- PLACER COUNTY GRASS VALLEY, CALIFORNIA

FIGURE 2.4
 Scale: NO SCALE

Figure 2.5 NID Service Area Boundary



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Date: 11/6/2012
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NID SERVICE AREA BOUNDARY

NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

FIGURE 2.5

Scale: NO SCALE

From the Mountain Division reservoirs water flows through the Bowman-Spaulding Canal to either PG&E's South Yuba Canal or Drum Canal where it is used to generate power for NID and PG&E before supplying water to customers in Nevada, Placer and Yuba counties.

By the time water reaches the end of the NID system on the south side of the City of Lincoln, at an elevation of 150-feet above sea level, the water has dropped over 5,000 vertical feet and traveled over 100 miles. NID distributes water through 425 miles of canals and 300 miles of pipeline. NID maintains over 200 gaging stations within the distribution system. The location of all points of diversion and re-diversion are shown in Figure 2.6 Gaging Station Locations Map and gage data collection is summarized in Table 2.2 Gage Data Summary.

TABLE 2.1 SYSTEM CANALS AND SUB-LATERAL

Cascade Canal

Snow Mountain Canal
Willow Valley Canal
Cement Hill Canal
Lake Vera Pipe
Sugarloaf Reservoir & Pipe
Red Hill Canal
Red Hill Reservoir & Pipe
Buffington Canal
Upper Grass Valley Canal

Chicago Park Canal

O'Leary Pipe
Sunshine Valley Canal
Sontag Canal
Ripkin Canal
Ruess Reservoir
Chicago Park East Canal
Chicago Park Pipe
Chicago Park West Canal
Meyer-Bierwagen Pipe
Blum Pipe
Smith Moulton Reservoir & Pipe
John Henry Meyers Canal

Rattlesnake Canal

Woodpecker Canal
Forest Springs Canal
Maben Canal
Kyler Canal
Maben Reservoir & Pipe
Grove Canal
Cherry Creek Canal

DS Canal

Red Dog Canal

Lower Grass Valley Canal

Allison Ranch Canal
Corey Canal
Lafayette Canal
Rough and Ready Canal
Sazarac Canal

Tarr Canal

Breckenridge Canal

Clear Creek Canal

Beyers Canal
Smith Gordon Canal
Casey Loney Canal
Stinson Pipe
Pet Hill Canal
Pet Hill Canal Extension
Bald Hill Canal

B Canal

Cole Viet Canal
Miller Canal
Wolf Canal
Pearl Barnes Canal
Carpenter Canal
Cole Canal

Newtown Canal

Lester Canal

Tunnel Canal

Riffle Box Canal
Tunnel Canal Extension
Rex Canal
Portuguese Canal
Quincy Canal
Quincy Pipe

China/Union Canal

Spenceville Canal
Meade Canal
Ousley Bar Canal
Town Canal
Farm Canal

Keystone Canal

TABLE 2.1 SYSTEM CANALS AND SUB-LATERALS (CONTINUED)

Combie Phase I Canal**Magnolia III Canal**

Magnolia III Canal Extension

Combie Phase II & III Canal

Magnolia I Canal

Weeks Canal

Magnolia II South Canal

Magnolia II North Canal

Markwell Canal

Wolf Hannaman Canal

Sanford Struckman Canal

Combie Ophir I Canal

Lone Star Canal

Ruud Canal

Rainey Canals

Oest Canal

Willits Canal

Gold Hill I**Camp Far West Canal**

Lateral 5 Canal

Lateral 4 Canal

Lateral 2 Canal

Lateral 1 Canal

Wiswell Gladding Canal

Church Canal

Forbes Canal

Renken Lateral

Bogdanoff Canal

Camp Far West Canal Extension

Combie Ophir II Canal

Pickett Canal

Beck Canal

Pickett North Canal

Pickett South Canal

Combie Ophir III Canal

Columbia East

Columbia West

Combie Ophir IV Canal

Vernon Canal

Rohr-Shanley Pipe

Herkomer Pipe

Dudley Canal

Gold Blossom Canal

St. Patrick's Canal

Little Ophir Canal

Hymas Canal

Gold Hill II Canal

Whiskey Diggins Canal

Old Whiskey Diggins Canal

Valley View Canal

Files Canal

Kilaga Springs Canal

Nicklas Canal

Livingston Canal

Reilli Canal

Iron Canyon Canal

Thomas Canal

Stringham Canal

Ophir Canal

Kemper Canal

Kemper East Canal

Kemper West Canal

Bean Cullers Canal

Edgewood Canal**Auburn Ravine Canal I**

Chevalier Pipe

Auburn Ravine Canal II

Lincoln Canal

Musser Canal

Markell Canal

Fruitvale Canal

Sohier Ahart Canal

Hayt Canal Extension

Doty Canal

Doty South Canal

Doty North Canal









Comstock Gladding Canal

Clark Jorstad

Hemphill Canal

The map illustrates the Yuba River Basin, highlighting the locations of National Inundation District (NID) gaging stations. The basin is bounded by Sierra County to the north, Yuba County to the west and south, Placer County to the east, Nevada County to the south, and El Dorado County to the south. The Yuba River and its major tributaries, including the Feather River, are shown. Numerous gaging stations are marked with red stars and labeled with codes such as T16N R06E, DC127, BR301, and YB100. The map also depicts various canals, reservoirs, and the boundaries of the counties. Key locations include Smartville, Nevada City, Grass Valley, and Auburn. The map is a detailed representation of the Yuba River Basin, showing the locations of NID gaging stations and the surrounding geographical features.

LEGEND

-  Gaging Stations
-  Point of Diversion
-  Proposed NID Service Area (Place of Use)
-  River/Creek
-  Conveyance Route
-  Nevada - Placer County Line
-  Nevada - Sierra County Line
-  Nevada - Yuba County Line

NID GAGING STATIONS LOCATIONS

Drawn By: D. HUNT Date: 9/18/2012 Scale: NO SCALE **FIGURE 2.6**

TABLE 2.2 GAGE DATA SUMMARY

Station Name/ID	Continuous ¹ USGS Approved	Continuous ¹ NID Data	Daily/Weekly ² Reading	Computed ³	Data Source
Jackson Meadows	11407800	JMDW			NID, USGS
Middle Yuba below Jackson Meadows	11407815	MYJM			NID, USGS
Middle Yuba below Milton	11408550	MYBM			NID, USGS
Wilson Creek		WLSN			NID
Milton Diversion Dam (Milton-Bowman Conduit)	11408000	MBTO			NID, USGS
Jackson Lake	11414690	JKSN			NID, USGS
French Lake	11414400	FRLK			NID, USGS
Faucherie Lake	11414440	FAUC			NID, USGS
Sawmill Lake	11414465	SWML			NID, USGS
Bowman Lake	11415500	BWMN			NID, USGS
Canyon Creek below Bowman	11416500	CCBB			NID, USGS
Bowman Spaulding Canal near Intake	11416000	BSCA			NID, USGS
Bowman Spaulding Canal near Emigrant Gap	11416100	YB14			PG&E, USGS
Spaulding Dam	11414140	YB15			PG&E, USGS
Drum Canal	11414170	YB28			PG&E, USGS
Lake Valley Canal	11426190	YB36			PG&E, USGS
Drum Canal above Drum Forebay	11414190	YB40			PG&E, USGS
South Yuba Canal	11414200	YB31			PG&E, USGS
South Yuba Canal at Lang's Crossing	11414250	YB29			PG&E, USGS
South Yuba Canal above Deer Creek Powerhouse		YB34			PG&E
Bear River System					
Bear River below Drum	11421770	YB44			PG&E, USGS
Dutch Flat Powerhouse #1				YB194	PG&E, USGS
Dutch Flat Flume	11421760	DFFL			NID, USGS
Bear River below Dutch Flat				BRBDTOTAL	NID
Chicago Park Flume	11421780	CPFL			NID, USGS
Rollins Reservoir	11421800	ROLK			NID, USGS
Rollins Powerhouse	11421900	YB279			PG&E, USGS
Bear River below Rollins	11422500	BRBR			NID, USGS
Bear River Canal	11422000	YB50			PG&E, USGS
Bear River Canal - NID delivery points					
Ophir Pipe Delivery		YB64			PG&E
Rock Creek Reservoir Release		YB86			PG&E
Edgewood Pumps at Fiddler Green		YB108			PG&E
NID Delivery at Auburn Ravine		YB132			PG&E
PCWA Delivery to Auburn Ravine		YB136			PG&E

TABLE 2.2 GAGE DATA SUMMARY (continued)

Station Name/ID	Continuous ¹ USGS Approved	Continuous ¹ NID Data	Daily/Weekly ² Reading	Computed ³	Data Source
Bear River System (continued)					
Bear River Canal - NID delivery points (continued)					
NID Treatment Plant Delivery		YB255			PG&E
NID Delivery at Wise Powerhouse		YB259			PG&E
NID Delivery to Foothill Treatment Plant		YB278			PG&E
Auburn Ravine I		BR100			NID
Auburn Ravine Below Hwy. 65		BR200			NID
Hemphill Canal			BR220		NID
Combie Reservoir			BR900		NID
Combie Reservoir Spill			BR338		NID
Combie South Powerhouse			BR339		NID
Combie North Powerhouse			BR340		NID
Instream Flow below Combie			BR386		NID
Combie Phase I Canal		BR301			NID
Orr/Coon Creek Release				BR319	NID
Gold Hill Canal at Head			BR368		NID
Camp Far West Canal		BR334			NID
Deer Creek System					
Cascade Canal		DC102			NID
Scotts Flat Dam (reservoir storage and release)		DC900			NID
Scotts Flat Turbine		DC199			NID
Scotts Flat Spill			DC181		NID
Discharge to Lower Scotts Flat Reservoir		DC125			NID
Lower Scotts Flat Diversion Dam (D-S Canal)		DC145			NID
D-S Canal at Towntalk		DC146			NID
D-S Canal Extension at Head			DC233		NID
Tarr Canal		DC169			NID
Newtown Canal		DC131			NID
Tunnel Canal		DC140			NID
Keystone Canal			DC127		NID
China/Union Canal			DC183		NID

¹ Continuous Data: Data that is continuously recorded to a data logger.

² Daily/Weekly Data: Readings that are taken at least one time a day or week.

³ Computed Data: Data that is computed by a formula or by a compilation of multiple flow sites.

2.3 Terrain and Soils [§10826 (a)(3)]

The terrain and soil types are varied throughout the 287,000 acre service area. NID transports water from high elevation, mountain reservoirs to the lower elevation foothills and into portions of the Northern Sacramento valley near the City of Lincoln. The soil types, infiltration rates and water holding capacity varies widely from a clay dominant soil type to a sandy, alluvial soil type in the valley areas.

See Figure 2.7 Soils Map of NID's Service Area

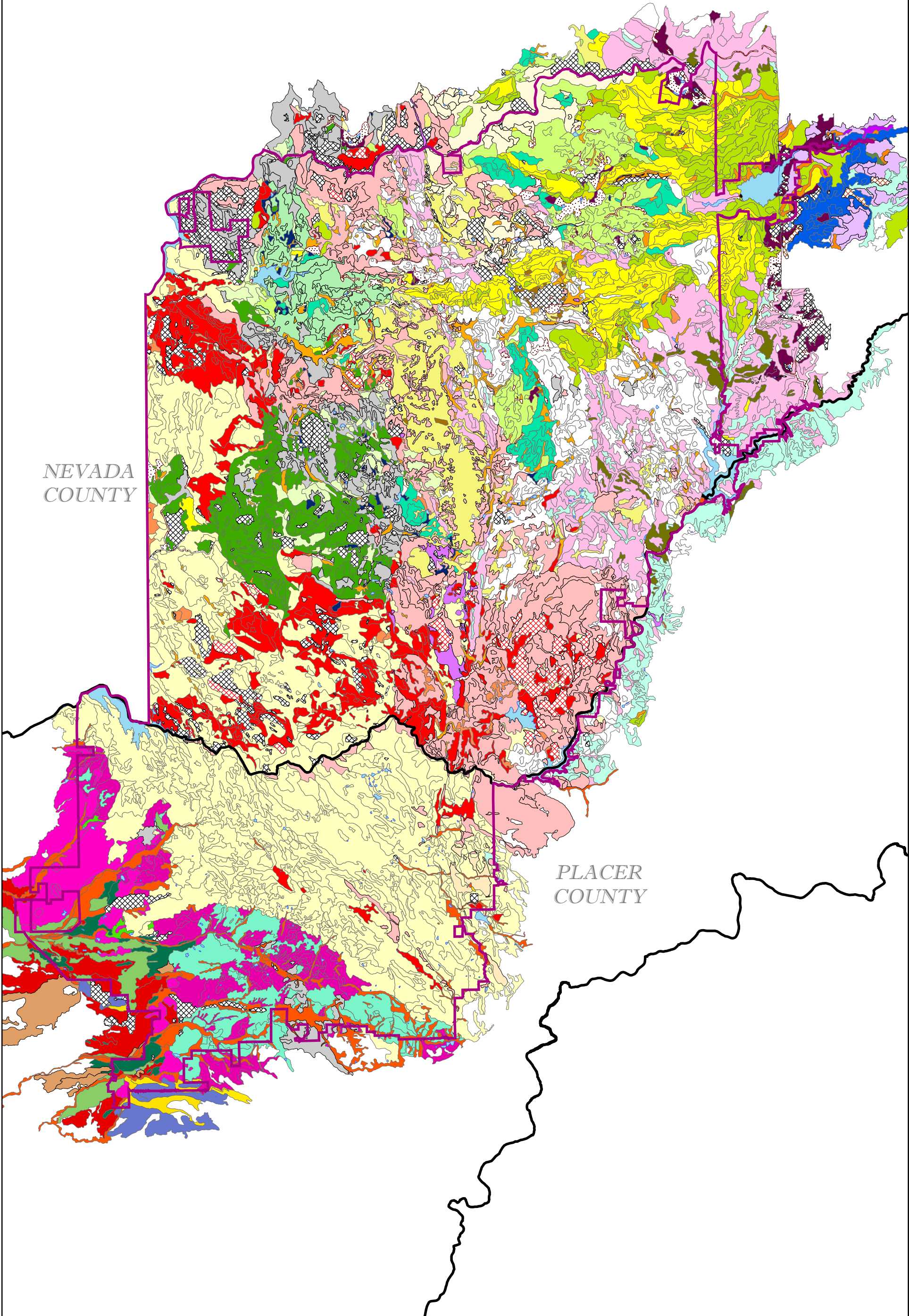
2.4 NID Service Area Climate Characteristics [§10826(a)(4)]

Ground elevations within NID's service area boundaries range from approximately 3,900 feet (ft) on Banner Mountain above Nevada City at the eastern edge of NID, down to about 150 feet near the City of Lincoln. Summers are generally dry with mild to hot temperatures. Winters are relatively wet, especially in the upper elevations around Nevada City and Grass Valley, with snow levels usually around 3,500 ft and occasionally as low as 1,000 ft.

Based on the historical data obtained from the California Irrigation Management Information System (CIMIS) and the Western Regional Climate Center (WRCC), NID's service area average minimum and maximum monthly temperature ranges from 28° to 87° Fahrenheit.

Table 2-3 summarizes NID's climate conditions based on the CIMIS and WRCC databases.

Figure 2.7 NID Service Area Soil Types



Starview\RV\NIP\Soils.mxd



NEVADA IRRIGATION DISTRICT
NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

NID SERVICE AREA SOIL TYPES

Drawn By: D. HUNT Date: 9/13/2012 Scale: NO SCALE **FIGURE 2.7**

Figure 2.7 NID Service Area Soil Types Legend

LEGEND

SOIL TYPES

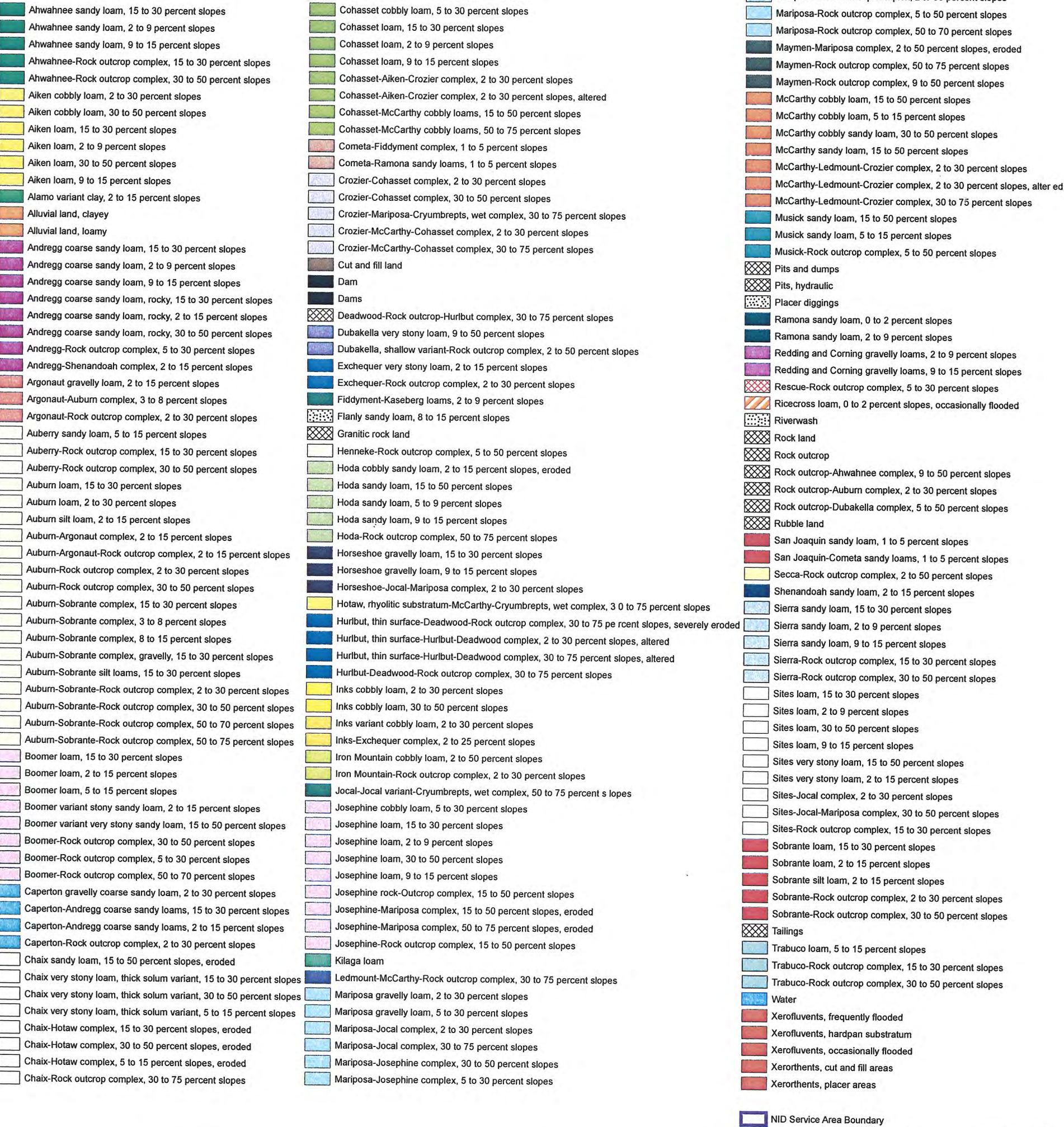


TABLE 2.3 NID SERVICE AREA CLIMATE CHARACTERISTICS

LOCATION	ELEVATION, FT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Auburn (CIMIS Station No.195) 2009	935													
Standard average ETo, in		1.4	1.9	3.0	4.5	5.9	7.5	9.0	8.2	6.2	4.2	1.8	1.4	55.0
Total rainfall, in		2.5	6.4	3.1	1.3	3.5	0.0	0.0	0.0	0.4	2.3	1.6	4.4	25.5
Maximum temperature, °F		58.5	58.4	62.5	69.6	81.8	83.9	94.3	91.5	89.1	72.2	64.0	53.7	--
Minimum temperature, °F		38.2	41.7	42.0	44.5	55.3	57.0	63.3	62.6	62.0	48.8	41.8	37.0	--
Grass Valley (WRCC Station No. 043573)	2,400													
Standard average ETo, in		NA												
Average Maximum temperature, °F		53.4	55.2	57.8	62.1	71.2	79.6	87.5	87.1	82.0	72.2	59.7	53.1	68.4
Average Minimum temperature, °F		32.0	33.7	36.0	38.8	45.5	51.3	56.1	54.8	50.3	42.8	36.2	31.6	42.4
Total rainfall, in		9.9	8.7	7.8	4.0	1.9	0.6	0.1	0.2	0.9	2.5	6.8	9.5	53.0
Average total snowfall, in		2.2	2.5	2.4	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.3	2.0	10.1
Period of Record : 10/1/1966 to 4/30/2010														
Nevada City (WRCC Station No. 046136)	2,780													
Standard average ETo, in		NA												
Average Maximum temperature, °F		50.7	53.3	56.8	63.2	71.1	79.9	88.4	87.5	81.5	71.1	58.8	51.4	67.8
Average Minimum temperature, °F		30.3	31.7	33.7	36.8	42.5	48.1	52.6	51.2	46.8	40.9	34.6	30.8	40.0
Total rainfall, in		10.3	9.4	7.9	4.3	2.2	0.6	0.1	0.1	0.8	2.8	6.2	9.4	54.0
Average total snowfall, in		8.1	5.8	5.6	0.9	0.1	0.0	0.0	0.0	0.0	0.0	0.6	3.7	24.8
Period of Record : 2/ 1/1893 to 4/30/2010														
Bowman Dam (WRCC Station No. 041018)	5,390													
Standard average ETo, in		NA												
Average Maximum temperature, °F		44.8	46.1	49.6	55.3	63.7	72.1	80.0	79.7	73.7	64.1	52.8	46.2	60.7
Average Minimum temperature, °F		26.4	26.6	28.6	32.5	39.2	46.8	53.4	53.2	48.3	41.2	33.4	28.4	38.2
Total rainfall, in		11.7	10.1	9.1	4.6	3.5	1.2	0.2	0.4	0.9	4.0	8.1	10.7	64.5
Average total snowfall, in		53.1	49.8	48.1	21.2	7.0	0.3	0.0	0.0	0.3	2.6	19.0	39.9	241.3
Period of Record : 6/ 1/1896 to 4/30/2010														

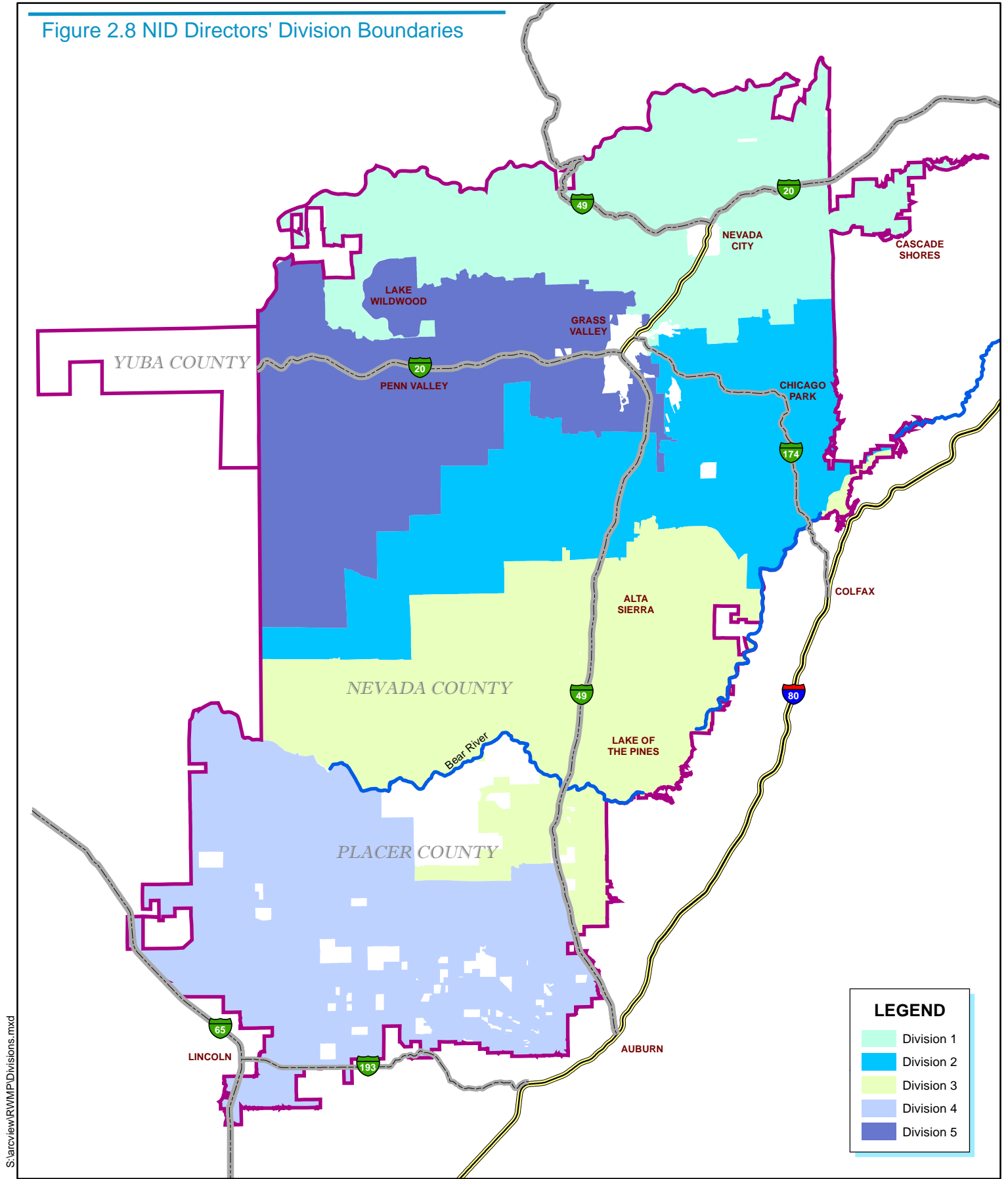
2.5 Operational Rules and Regulations [§10826(a)(5)]

NID is organized with a five member Board of Directors elected by the residents within the District. The Board of Directors establishes and adopts the policies of the District and the Water Service Regulations. The Water Service Regulations provide for the equitable distribution and use of water within the District. The regulations are reviewed regularly and the Board makes revisions or amendments as necessary. The most recent revision of the Districts Water Service Regulations dated March 12, 2012 is included in Appendix B. See Figure 2.8 Map of Director's Districts.

2.6 Delivery Measurement or Calculations [§10826 (a)(6)]

NID sells water by the California statute miner's inch. A miner's inch is equal to 1.5 cubic feet per minute or 11.22 gallons per minute. The standard measurement for a miner's inch requires a six inch head of water over the center of the orifice and the water to free flow through the delivery point. For customers that purchase 40 miner's inches or less, the amount of water is delivered through a standard water box and measured through an orifice sized for the amount of water purchased with the available head pressure. For purchases greater than 40 miner's inches, the measurement may be by any industry standard device such as a weir or parshall flume that will give the most accurate measurement for the situation. The customer's water boxes and orifice plates are checked at the beginning of irrigation season and periodically throughout the season for accuracy. Records are kept of when customer services are turned on and off to assist in calculating the volume of water delivered (see Figures 2.9.1 to 2.9.6 Standard Water Box).

Figure 2.8 NID Directors' Division Boundaries



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Date: 9/17/2012

Drawn By: D HUNT

NID DIRECTOR'S DIVISION BOUNDARIES

NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

FIGURE 2.8

Scale: NO SCALE

FIGURE 2.9.1 STANDARD WATER BOX (NOT TO SCALE)



FIGURE 2.9.2 STANDARD WATER BOX SET IN THE BERM OF CANAL



FIGURE 2.9.3 ORIFICE IN WATER BOX PER WATER PURCHASE AMOUNT



FIGURE 2.9.4 MEASURING FOR 6 INCHES OF HEAD OVER CENTER OF ORIFICE



**FIGURE 2.9.5 CUSTOMER RECEIVING MEASURED VOLUME OF WATER FREE FLOWING
AT DELIVERY POINT**

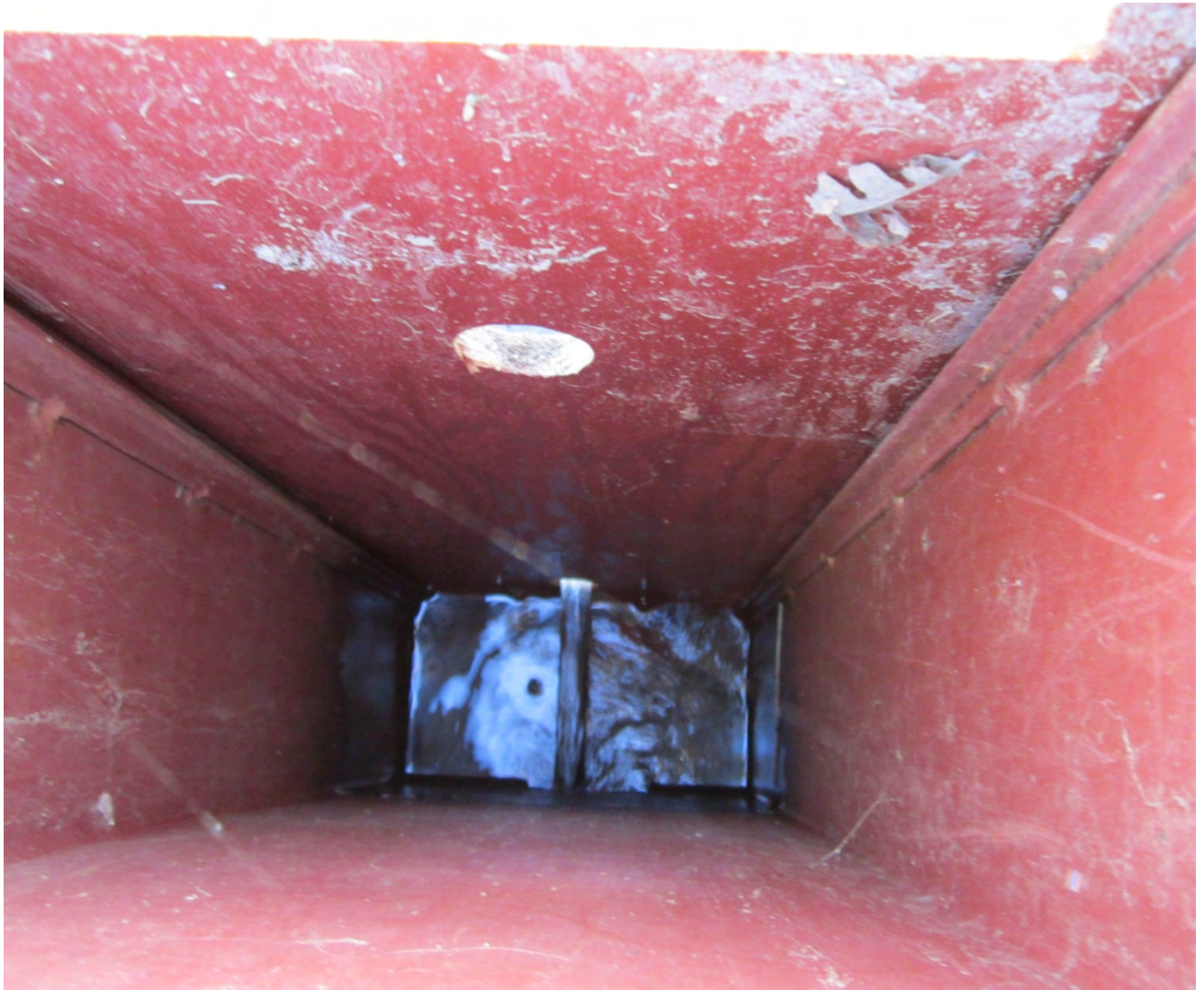
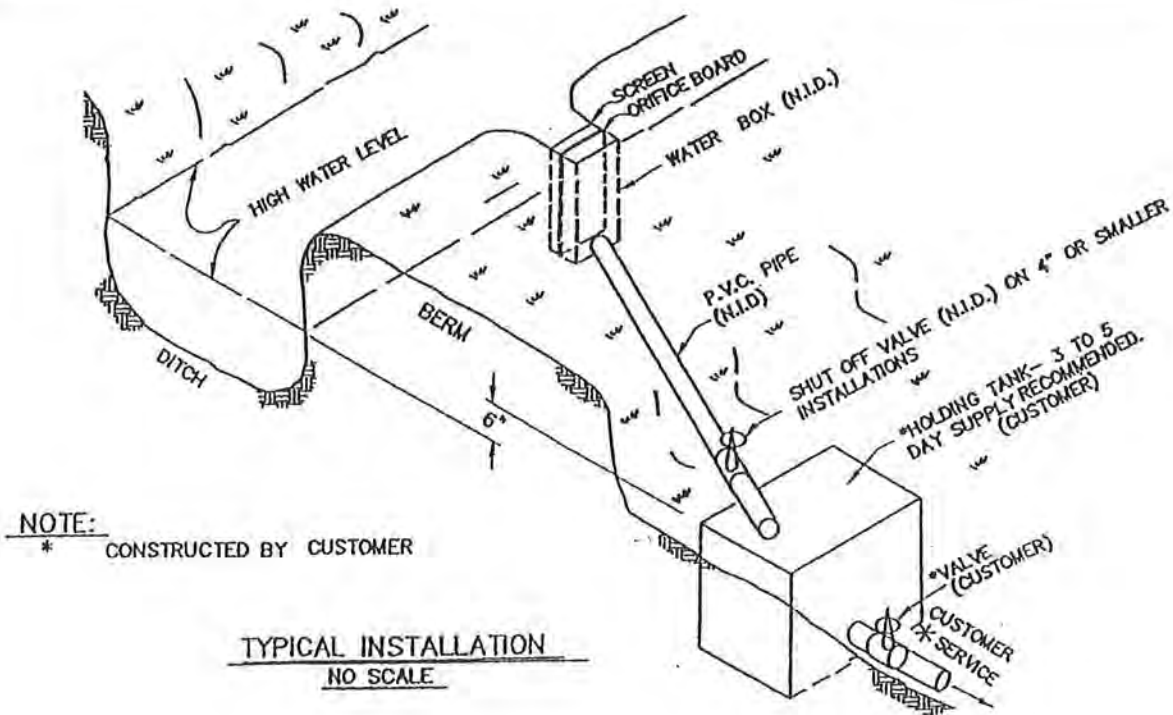
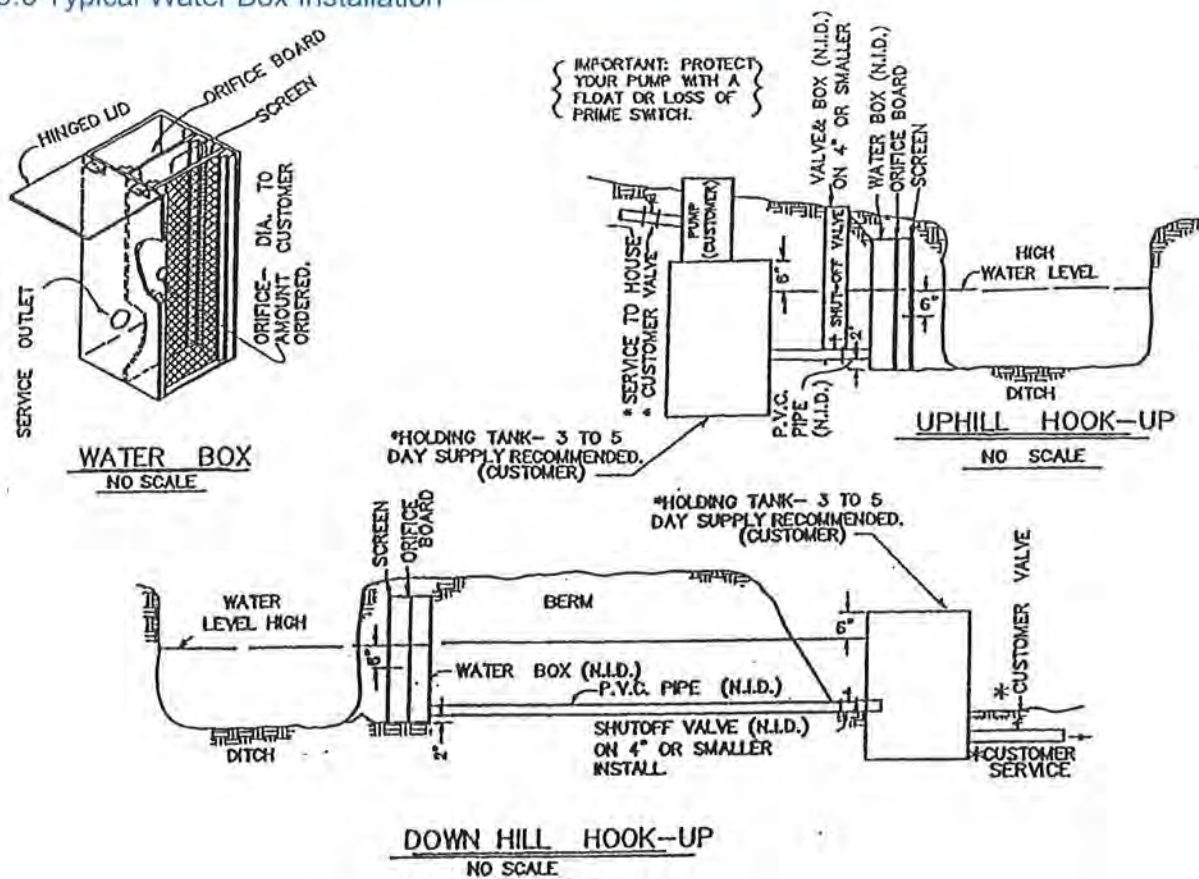


Figure 2.9.6 Typical Water Box Installation



TYPICAL WATER BOX INSTALLATION

2.7 Water Rate Schedules and Billing [§10826(a)(7)]

All water rates are determined on a cost of service basis, consistent with Proposition 218 and are reviewed annually. Raw water is sold by quantity in increments of either miner's inches or acre feet. The District has numerous rate schedules for raw water depending on the type of service provided. Generally the agricultural water rates are a declining block rate until the amount purchased is greater than or equal to 21 miner's inches, the rate is then uniform. Similar to the rates, the District also has numerous billing frequencies depending on the type of service. For a seasonal irrigation service, the customer has the choice of paying the amount in full or making payments in three installments. Ninety-two percent (92%) of the raw water customers purchase water for the summer irrigation season (April 15 to October 14). See Appendix C - 2012 NID Water Rates

2.8 Water Shortage Allocation Policies [§10826(a)(8)]

NID adopted the Drought Contingency Plan to address shortages due to either drought conditions or distribution infrastructure limitations or failures. The primary objective of this Drought Contingency Plan is to identify drought-caused water supply shortages, water demand reduction goals and to recommend demand management measures. For an infrastructure failure, delivery options will be evaluated and a recommendation shall be made to the Board of Directors. NID's Drought Contingency Plan was revised by the Board of Directors March 2012 and is contained in Appendix D.

Every year, prior to the beginning of the irrigation season, but no later than April 1, the District evaluates its current reservoir storage, forecasted runoff, and purchase options from Pacific Gas & Electric Company (PG&E) to determine what water supply stage will apply during that year. Table 2.4 summarizes the drought contingency supply stages and demand reduction goals.

The Plan is an Appendix to the District's Urban Water Management Plan and this Agricultural Water Management Plan.

TABLE 2.4 DROUGHT CONTINGENCY SUPPLY STAGES

STAGE	APRIL 1 ST AVAILABLE SUPPLY ACRE FEET	SUPPLY SHORTAGE	TYPE PROGRAM	DEMAND REDUCTION GOALS
I	233,000	None	Normal Operation	Conservation
II	210,000	10%-15%	Voluntary/ Mandatory	15%
III	198,000	15%-25%	Mandatory	25%
IV	175,000	25%-35%	Mandatory	35%
V	152,000	35%-50%	Mandatory	50%

2.8.1 Drought Hardship Committee and Variances

During a Stage II-V Water Shortage, the Board of Directors of the Nevada Irrigation District may appoint a Drought Hardship Committee. The Drought Hardship Committee is an advisory body and shall consist of one appointee from each director's division and the Water and Hydroelectric Operations (WHO) Board Committee. District Operation's staff will work closely with the committee.

The Drought Hardship Committee's purpose is to review the applications and determine whether additional water can be provided to the applicant. Before any appeal for a variance can be heard by the Drought Hardship Committee, the customer must submit a Drought Hardship Application and provide proof the water is being used for commercial agricultural purposes.

For the purposes of this Plan, the definition of commercial agriculture is an agricultural producer engaged in a for profit operation with a minimum gross annual sales of \$3,000 and a minimum capital investment of \$15,000. Commercial agricultural producers file a Schedule F with the Internal Revenue Service for their farming or ranching operation.

Preference will be given to applicants with an economic hardship and/ or those utilizing best management practices with efficient irrigation practices in place. Variances may be approved for increases in water deliveries, seasonal variances or other protocols as determined by the Drought Hardship Committee. No such variance or appeal, however, shall be granted if the Board of Directors finds that the variance or appeal will adversely affect the public health or safety of others and is not in the public's best interest.

Under the California Water Code, in critical water supply situations, there is a priority that shall be allocated as follows:

1. Human Consumption
2. Livestock and Animals
3. Perennial Crops
4. Annual Crops

Upon granting a Drought Hardship Variance or appeal, the Board may impose any other conditions it deems to be just and proper.

2.8.2 Excessive Leakage Policy

The District has an Excessive Leakage Policy, 5.06.03, as part of NID's Water Service Regulations. If the District determines that a private facility has excessive leakage, the facility owner(s) will be notified that repairs must be made within a time period, as determined by District, or water service will be discontinued.

2.8.3 Water Waste Policy

In addition to the Excessive Leakage Policy, NID conducts irrigation efficiency workshops annually and promotes water efficiency and conservation. These educational events are free to irrigation customers in Nevada, Placer and Yuba counties and promote the wise use of water.

The Central Valley Regional Water Quality Control Board (CVRWQCB) developed a Waiver of Waste Discharge Order in 2003 for commercial irrigated agriculture. As part of the CVRWQCB's Irrigated Lands Regulatory Program (ILRP), commercial agricultural growers or producers are required to either participate in an approved coalition or develop individual farm/ranch plans and monitoring. Although, the program's focus is on irrigation run-off and potential contaminants, there is an education and outreach component that provides information and workshops on Best Management Practices to minimize any waste of water. The BMPs include the efficient use of irrigation water on crops or pasture.



Bowman Reservoir

Owned and Operated by NID

SECTION 3

INVENTORY OF WATER SUPPLIES

[§10826 (b)]

This section describes the quantity and quality of water resources available to the District and includes a description of water quality monitoring programs, water uses within the service area and drainage from the District's service area.

3.1 Surface Water Supply [§10826 (b)(1)]

The District's primary source of supply is natural runoff derived principally from the Yuba River, Bear River, and Deer Creek watersheds and is diverted and stored under the Districts pre-1914 and post-1914 appropriative water rights. Additional supply comes from PG&E contract purchases and recycled water. NID has an extensive system of nine storage reservoirs that provides surface water supply to NID's seven water treatment plants as well as to the raw water customers. The District's water supply comes from three main areas: natural runoff from the contributing watershed area, contract water purchases and recycled water.

With the District's nine storage reservoirs (see Figure 2.3 NID Storage Reservoirs), over time the storage capacity diminishes due to sediment infill. The loss of storage due to sediment infill has not been accounted for in Table 3.4. It is critical that maintenance operations such as removing the sediment infill to baseline depths be allowed with the storage reservoirs to provide the optimum storage capacities. Storage reservoirs also have minimum pool requirements for environmental needs and dead storage, therefore, not all of the capacity is available for use. Experience has shown that carryover storage should be held at a level no less than 78,000 AF, which includes 39,660 AF for minimum pool requirements and dead storage.

3.1.1 Natural Runoff

Of the three sources of supply, the primary contributor is the natural runoff within the watershed. The natural runoff volume available in any given year is highly variable and subject to a variety of conditions. The most prominent and obvious cause for the fluctuation in natural runoff is the variability in hydrologic conditions, as seen in the wide variations in annual rainfall/snowpack accumulations. Historically, runoff has fluctuated from less than 35,000 AF in a dry year to over 400,000 AF in wet years. Average runoff from the upper division watershed, including the watershed area feeding Scotts Flat Reservoir, is approximately 240,000 AF. This volume does not include the natural runoff contribution from the Bear River watershed into the Rollins Reservoir. Due to provisions in the PG&E Water Purchase Contract, hydrologic variability and the fact that NID is not

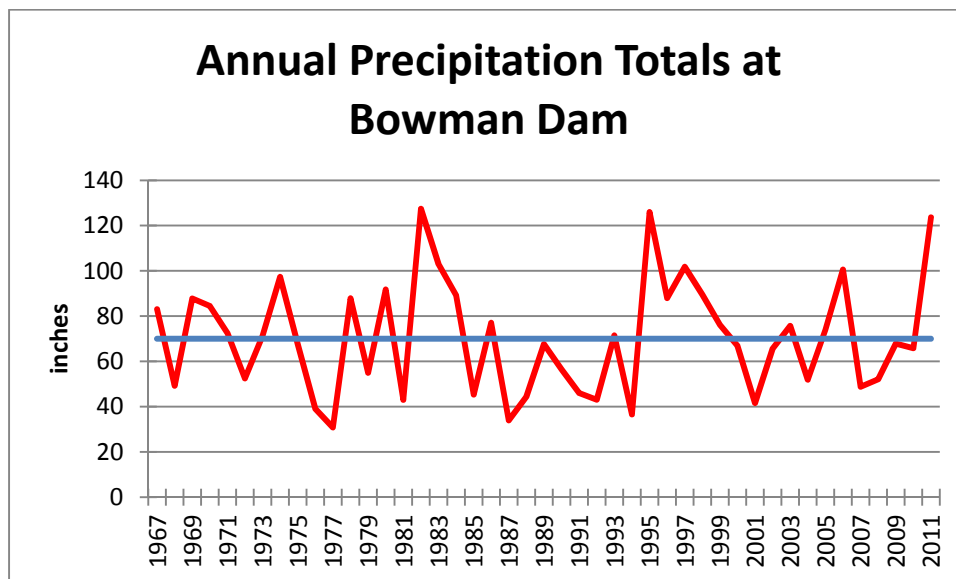
the Senior Water Right Holder, the runoff data does not include supplies from the Bear River and the South Yuba River. NID is likely to receive some water from these sources in dry years. The last five years of runoff for the Yuba and Deer Creek watersheds is in Table 3.1. PG&E has reported that the average runoff from the Bear River watershed into Rollins Reservoir is approximately 173,000 AF.

TABLE 3.1 NATURAL RUNOFF - YUBA AND DEER CREEK WATERSHEDS

Year	AF
2007	132,500
2008	145,800
2009	205,800
2010	209,400
2011	398,200

Precipitation data from the gage maintained at Bowman Dam (Figure 3.2) shows the long term annual average precipitation to be approximately 69 inches. Records for the last 45 years show that the annual precipitation totals have varied from a high of 127 inches to a low of 30 inches. Data for the most recent ten-year period indicates that two of the ten years, 2006 and 2007, had precipitation totals that were approximately 28 and 17 inches below the average value, respectively.

FIGURE 3.1 ANNUAL PRECIPITATION AT BOWMAN DAM



Note: The blue line is the average precipitation for the period 1967–2011, which is 69 inches. Source: NID

3.1.2 Purchased Contract Water

Purchased contract water is available through a contract with PG&E. Currently, the District may purchase up to 59,361 AF of water annually, subject to availability. During a dry year, PG&E can reduce this volume to 23,591 AF, a quantity less than half of the maximum purchase entitlement. The average historical purchase has been 8,000 AF. The amount purchased for the last five years is shown in Table 3.2.

TABLE 3.2 CONTRACT PURCHASES

YEAR	PURCHASE AMOUNT (AF)
2007	12,065
2008	9,153
2009	7,353
2010	7,925
2011	8,632

It is possible that this quantity may change when the PG&E Consolidated Contract expires in 2013. The contract is under evaluation concurrent with the coordinated joint NID/PG&E federal relicensing of the Yuba-Bear and Drum-Spaulding Projects.

3.1.3 Recycled Water

Recycled water, the final component of supply, is water that is returned to the system from wastewater treatment plants. While this currently accounts for a small volume, approximately 3,000 acre-feet annually, this will become an increasingly important water source as implementation of conservation and other such measures are required.

There are four agencies responsible for collecting, treating, and discharging treated wastewater within NID's service area: Nevada City, Grass Valley, Auburn, and Placer County. NID has no authority or control over municipal wastewater generated in NID's service area. NID is currently receiving recycled water from these four municipal wastewater treatment plants that discharge treated effluent into area streams. NID understands that reuse is an important element of integrated water supply planning, and supports the development of a reuse supply component.

The amount of recycled water used for the past five years is shown in Table 3.3.

TABLE 3.3 RECYCLED WATER USE

YEAR	RECYCLED WATER (AF)
2007	2,545
2008	2,442
2009	2,550
2010	2,649
2011	2,860

All wastewater treated within the NID service area is discharged to local watercourses. Recycled water discharge mixes with NID water being transported in the creeks. The combined waters are then diverted from the creek into a canal. This supply of water augments NID's overall water supply and is used for agricultural purposes. Below is a description of the use of recycled water from each of the four wastewater treatment municipalities within the NID service area:

- Nevada City: NID utilizes recycled sewage effluent from the Nevada City sewage treatment plant. The sewage effluent is diverted from Deer Creek. Some gets treated and re-used at the Smartsville Water Treatment Plant and the remainder gets re-used as agricultural irrigation water.
- Grass Valley: NID utilizes recycled sewage effluent from the Grass Valley sewage treatment plant. The sewage effluent is diverted from Wolf Creek and gets re-used as agricultural irrigation water.
- City of Auburn: NID utilizes recycled sewage effluent from the Auburn sewage treatment plant. The treated effluent augments the flows in the Auburn Ravine and is reused as agricultural irrigation water.
- Placer County: NID utilizes recycled sewage effluent from the Placer County sewage treatment plant that discharges to Rock Creek, just above its confluence with Dry Creek for agricultural purposes.

3.1.4 Seasonal Considerations

The water supply is dependent on snowmelt and rain to fill storage reservoirs, and the District manages its system based on the timing of those events. While there is some natural runoff during the summer months, the irrigation season (April 15–October 14) demand is met primarily with withdrawals from storage reservoirs. Careful management and operation of the storage reservoirs is required to capture the maximum amount of runoff, minimize spillage from the reservoirs, yet insure there is sufficient volume available in the reservoirs to accommodate runoff during the spring snow melt and storm events. The total volume from the District's reservoirs is estimated at 279,985 acre-feet. Table 3.4 is a list of the District's major storage reservoirs and capacities.

TABLE 3.4 DISTRICT RESERVOIRS AND CAPACITIES

RESERVOIR	CAPACITY ¹ (AF)	MINIMUM POOL/ DEAD STORAGE	SOURCE
Jackson Meadows	69,205	21,000	Middle Yuba
Bowman Lake	68,510	150	Canyon Creek
French Lake	13,840	0	Canyon Creek
Faucherie Lake	3,980	250	Canyon Creek
Sawmill Lake	3,030	0	Canyon Creek
Jackson Lake	1,330	360	Jackson Creek
Scotts Flat Lake	48,547	5,000	Deer Creek
Rollins Lake	65,988	11,500	Bear River
Combie Lake	5,555	1,400	Bear River

3.1.5 Annual Average Water Availability

Table 3.5 represents the average water available to the District over the last five years, 2007-2011 based on surface water run-off, contract water purchases, and recycled water.

TABLE 3.5 WATER SOURCES

AVERAGE OF YEARS 2007-2011	AVERAGE AMOUNT AVAILABLE (acre feet)
Watershed Run-Off	218,340
Purchased Contract Water	9,026
Recycled Water	2,609

3.2 Existing Water Rights

The District holds twenty-eight post-1914 appropriative rights, twenty-two pre-1914 rights and three riparian rights. These include rights for both consumptive and power purposes. The total water right volumes consist of storage rights, direct diversion rights, and some a combination of both. The total quantity estimated for diversion and/or storage under current consumptive water rights totals approximately 450,000 acre-feet on an annual basis. The water right entitlements are subject to the permitted season for

¹ Capacity does not include minimum pool requirements, dead storage, or sediment infill, therefore, not all of the capacity of the storage reservoirs are available for use.

diversion and water availability in each year. During drought conditions, the volume of supply will be primarily based on availability rather than water right limitations. Appendix F contains a complete listing of the District's water rights.

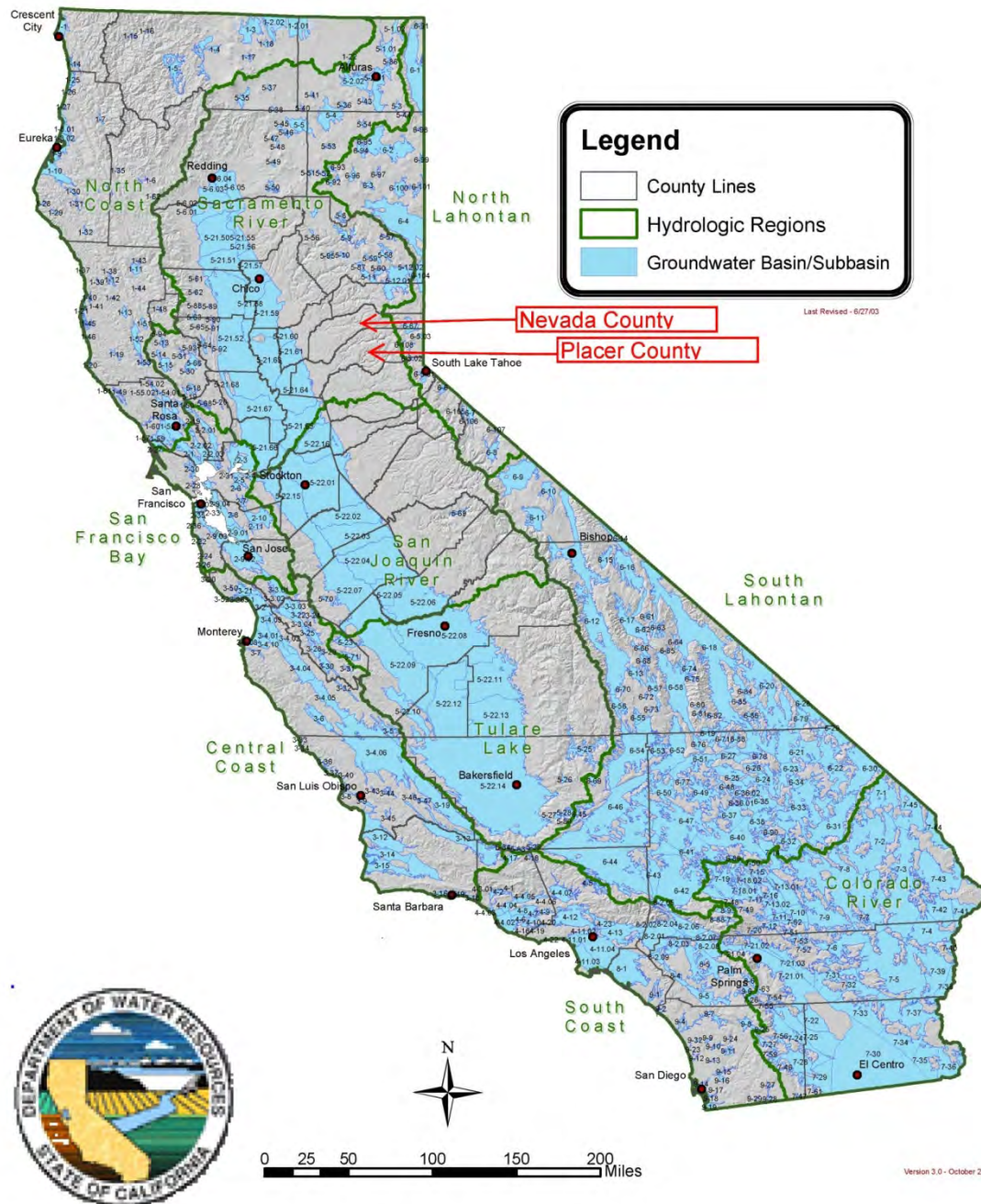
3.3 Anticipated Changes to Water Supply

NID's Yuba-Bear Project's Federal Energy Regulatory Commission (FERC) license (No. 2266) expires in July 2013. The Project is presently undergoing relicensing. There is the potential for increased environmental flow requirements, which could potentially impact water supply. The District is working to minimize these impacts especially in dry years however it could be awhile before the actual impacts are known as the issuance of the new license is not expected for a few years. The PG&E Contract also expires in 2013. Although not expected, it is possible the amounts of contract water available may change with the next contract. There are also ongoing Bay Delta Stewardship Council proceedings that depending on the outcome could affect the District's water supply.

3.4 Groundwater Supply [§10826 (b)(2)]

NID does not utilize groundwater as an existing or planned source of water due to limited groundwater availability and no groundwater aquifer per California Department of Water Resources Bulletin 118. Most of the Sierra Nevada foothills are represented by a fractured rock hydrologic system. See Figure 3.2 DWR Bulletin 318 Groundwater Basins in California.

Groundwater Basins in California



3.5 Transfer and Exchange Opportunities

NID does not have any transfer or exchanges at this time.

TABLE 3.6 TRANSFER AND EXCHANGE OPPORTUNITIES

TRANSFER AGENCY	TRANSFER or EXCHANGES	SHORT TERM or LONG TERM	PROPOSED VOLUME
None	0	0	0
Total	0	0	0

3.6 Other Water Supplies [§10826 (b)(3)]

NID does not have any planned water exchanges to receive or deliver water supplies on a short-term or long-term basis. There may be other opportunities to increase storage capacity. The District has considered raising the dam height at the existing Rollins Reservoir to increase storage capacity. The District owns some land that was originally purchased as a potential dam site on the Bear River, referred to as the Parker Dam Site. Conservation is an anticipated source where water may become available.

3.7 Source Water Quality Monitoring [§10826(b)(4)]

Regulations governing drinking water quality that NID must comply with are established at the federal and state levels. One of those requirements is to prepare a Watershed Sanitary Survey every five years.

As a result of preparing NID's 2011 Watershed Sanitary Survey Update and Source Water Assessment, several hundred photographs and extensive video documentation of the watershed were taken during the inventory process. From the Source Water Assessment, NID expects no loss of water used for urban purposes due to water quality impacts.

The following primary observations were made during the field assessment of the watershed.

- Areas in the upper watersheds are, in general, minimally impacted by human activities.
- Current and historic mining operations distributed over large areas in the watersheds have a combined high potential to impact raw water quality.
- During summer months, recreation in the upper watersheds, including body contact recreation, motorized recreation, camping and hiking, bring large numbers of visitors into the area. This increases the potential for source water contamination.

- Major highways, local access roads and railroads are located throughout the watersheds increasing the risks to source water quality.
- Nevada City's wastewater treatment plant discharges into Deer Creek upstream of the Smartsville Water Treatment Plant intake. In addition, the intake for the Smartsville plant is located downstream from grazing lands and cattle have access to the canal.
- Various licensed pesticides and herbicides are used for weed control around NID canals, however, during the maintenance period, the treatment plants are bypassed.
- Most areas 2,500 ft from the intakes are impacted by low density housing with septic tanks, some wildlife and domestic animal activity and occasional hikers.
- Most canals are open; they receive untreated drainage from the uphill slopes and are not protected from vandalism or other sources of contamination.

Natural disasters can also impact water quality. The quality of water supplies can be dramatically affected by fire. Storm damage to NID water collection systems may consist of the following elements:

- Damage to parts of canal intakes,
- Collapse or weakening of some sections of canal flumes,
- Erosion and sedimentation of, and landslides into, sections of the canals.

The above-listed damages can cause some temporary adverse water quality effects, and some short-term losses of NID water supplies in extreme cases. Of greater concern to overall water quality are flood--and precipitation-related damage occurrences that could cause longer term adverse water quality impacts such as excessive runoff and loading of surface contaminants (such as livestock manure, petroleum products, pesticides, and mineral wastes).

Water quality affects NID's water management strategies through NID's efforts to be in compliance with Federal and State regulations. These regulations require rigorous water quality testing, source assessments, and treatment compliance. No other special water management strategies due to water quality effects are necessary.

In addition to the raw water quality sampling done at District water treatment intakes, the District also participates in local Watershed Groups water quality sampling in streams used by the District to convey water and provides comments on development projects to local cities and counties to minimize water quality effects from proposed projects. See Appendix E, Water Quality Report for 2011 (reported in 2012)



NID's Lower Division Irrigation Canal

SECTION 4

WATER BALANCE

4.1 Water Uses within the Agricultural Service Area (§10826 [b][5])

Water uses within NID's service area are domestic, agricultural, environmental, municipal and recreational. NID does not utilize water supplies from groundwater, transfers or exchanges.

4.2 Agricultural (§10826 [b][5][A])

Agricultural practices are found in the foothills and edges of the Sacramento Valley within the District's boundaries in Placer, Nevada and Yuba counties. The elevation difference is from 3,500 feet down to 150 feet. There are several different crops and agricultural practices within the District's service area which vary due to topographical, geological, climatic and soil condition differences. The largest crops are irrigated pasture, grass and alfalfa hay, wine grapes, nursery stock, apples, rice, plums and citrus. NID provides irrigation water for several crops as listed in Table 4.2.

Because of the expansion of the greater Sacramento area, Placer County is one of the fastest growing counties in California. Between 2000 and 2010, the population grew from 248,399 to 348,432. As a result, large tracts of agricultural land were converted to housing and commercial uses. At the same time, there was a resurgence of growing local food by small and first time agriculturalists and the small acreage farms are expanding. Over 50% of NID's irrigation customers have ten acres or less and family gardens account for approximately 20% of the irrigated acreage.

Agricultural irrigation practices are becoming more efficient and many are converting to low volume irrigation. There are many educational opportunities available throughout the year for growers. NID provides irrigation efficiency workshops in both Placer and Nevada counties free to customers. In some cases, flood irrigation has converted to sprinkler irrigation providing more uniform distribution and/or changes to irrigation scheduling which has conserved water. Water conservation has allowed the grower to either purchase less water or expand their operation to irrigate more acres.

Evapotranspiration (ET) is the amount of water utilized by the combined effects of evaporation from the soil and transpiration by the plant. Many factors affect evapotranspiration including: weather parameters such as solar radiation, air temperature, relative humidity, and wind speed; soil factors such as soil texture, structure, density, and chemistry; and plant factors such as plant type, root depth and foliar density, height, and stage of growth. Since there are so many factors affecting ET,

it is extremely difficult to formulate an equation that can produce estimates of ET under different sets of conditions. Therefore, the idea of reference crop evapotranspiration was developed by researchers. Reference ET (ET_o) is the ET rate of a reference crop expressed in inches or millimeters. Grass and alfalfa are used as reference crops for evapotranspiration (ET_o). Table 4.2 summarizes the total crops, acreage and water sales. Table 4.1 demonstrates monthly average ET during NID's summer irrigation season, April 15-October 14 which represents almost all of the irrigated crops seasonal growth period within the service area.

Due to the differences in topography, geology, and climatic conditions within the District's Service Area, it is difficult to provide an evapotranspiration (ET_c) rate per crop. NID does not have information from its customers related to their agricultural practices, number of days to harvest, etc. This makes it difficult to develop an estimated ET_c rate. There are no leaching requirements within the NID service area.

Applied Water is characterized as water delivered to a user which does not include precipitation or distribution losses. In Table 4.5, Applied Water accounts for 117,340 AF, which is the total agricultural water sales for the year 2011.

TABLE 4.1 MONTHLY AVERAGE EVAPOTRANSPIRATION DURING IRRIGATION SEASON PER ET_o ZONE 12 CIMIS (INCHES/MONTH)

ET Zone	April	May	June	July	August	September	October
12	5.10	6.82	7.8	8.06	7.13	5.4	3.72



Efficient Sprinkler Irrigation System for Pastures

TABLE 4.2 CROPS GROWN IN SERVICE AREA BASED ON 2011 CROP REPORT

CROP	ACRES	CONSUMPTIVE WATER USE (AF PER ACRE)
Irrigated Pasture	16,822	3.76
Family Gardens	5,084	4.83
Golf Course	986	7.32
Hay, Other	550	2.98
Wine Grapes	535	2.25
Nursery	340	5.81
Apples	170	3.83
Rice	155	4.09
Alfalfa Hay	137	3.61
Plums	113	3.28
Citrus	101	2.76
Pears	91	3.53
Parks	86	3.79
Peaches	76	3.23
Berries-All	67	3.53
Other, Mixed	264	4.15 average

4.3 Environmental (§10826 [b][5][B])

Approximately 7% of the District's water is utilized for environmental purposes which includes non-recoverable in stream flows and environmental water sales by agencies such as the California Department of Fish & Game for the Spencerville Wildlife Area. NID provides environmental water for aquatic habitat for the Middle Yuba River below Milton Reservoir, Canyon Creek below Bowman Reservoir and the Bear River below Combie Reservoir. In addition to specific water releases and water sales for environmental use, there are a large number of ponds in the service area where water is utilized for both agricultural and for aquatic habitat on private property. The total amount for environmental purposes is approximately 9,135 acre feet of water.

4.4 Recreational (§10826 [b](5)(C))

Nevada Irrigation District owns and operates reservoirs in the Yuba and Bear River Watersheds which also provide recreational opportunities in addition to functioning as storage reservoirs. In the Mountain Division, NID has campgrounds at Faucherie, Bowman and Jackson Meadows reservoirs which are operated for the District by the U.S. Forest Service. Nature, solitude, scenery and good fishing are among the attractions. The Mountain Division campgrounds are normally snowed in during the winter and opened for recreation from Memorial Day through Labor Day. Camping, fishing, swimming, sunning, boating, water skiing, sailing, board sailing and other activities are popular at both Rollins and Scotts Flat Lake reservoirs in the Lower Division in the Sierra foothills. Day use parks, campgrounds and beaches are operated by the District and in some cases by private operators under contract with the District. NID provides real time data on its website for river flows which the recreationists utilize.

NID sells water to large homeowner associations which utilizes raw water for their recreational lakes and golf courses such as Lake of the Pines, Dark Horse Golf Course, Lake Wildwood, Alta Sierra, Nevada County Country Club, Auburn Recreation District sports fields, Turkey Creek Golf Course and Del Webb Sun City Lincoln. These water purchases are accounted for as part of the total agricultural raw water sales.

4.5 Municipal and Industrial (§10826 [b](5)(D))

The District sells water to the City of Grass Valley, Nevada City, Bitney Springs LLC, Lake Vera Mutual and Placer County Water Agency (PCWA). The total municipal water sales for 2011 were 2,450 acre feet. See Table 4. 3

TABLE 4.3 MUNICIPAL WATER SALES 2011 (AC FT)

GRASS VALLEY	NEVADA CITY	BITNEY SPRINGS	LAKE VERA MUTUAL	GRASS VALLEY BROAD HEIGHTS	PCWA	TOTAL
1,133	185	6	16	47	1,063	2, 450

4.6 Groundwater Recharge (§10826 [b](5)(E))

NID does not utilize groundwater as an existing or planned source of water supply or recharge due to limited groundwater availability and no groundwater aquifer per California Department of Water Resources Bulletin 118. Most of the Sierra Nevada foothills are represented by a fractured rock hydrologic system.

4.7 Transfers and Exchanges (§10826 [b][5][F])

NID's water supplies come from the upper elevations of the watershed and the geographic location of NID's service area limits the opportunities for NID to exchange water with others. PG&E has developed supplies in the same watersheds as NID. NID already has a contract with PG&E which allows for the purchase of water from PG&E. NID at this time does not have any planned water exchanges.

4.8 Other Water Uses (§10826 [b][5][G])

NID has seven water treatment plants and in 2011 provided 9,728 ac ft for domestic water supply. The District's water treatment plants include Loma Rica, E. George, Lake Wildwood, North Auburn, Lake of the Pines, Cascade Shores and Smartsville. Domestic supply includes water uses for fire protection, flushing, dust abatement and construction needs.

4.9 Drainage From Surface Area (§10826[b][6])

The most significant, non-recoverable stream flows leaving the service area are in Deer Creek, Wolf Creek and Dry Creek. The amount exiting the service area was 4,424 AF in 2011. Tributaries and streams from the Bear and Yuba Watersheds ultimately drain to the Sacramento River. Drainages near agricultural lands and at points above the Sacramento River Basin are monitored for water quality parameters by the local agricultural water coalitions under the Sacramento Valley Water Quality Coalition (SVWQC). SVWQC reports the water quality data and analysis directly to the Irrigated Lands Regulatory Program of the Region 5 Central Valley Regional Water Quality Control Board (CVRWQCB). The Placer/Nevada/South Sutter/North Sacramento (PNSSNS) Watershed Coalition is the local agricultural organization that monitors water quality as it relates to agricultural production and discharges in the District's service area. PNSSNS monitors monthly during the irrigation season and after the first storm events of the year. Analysis is performed by an independent, third party and a report is provided annually to the Region 5 CVWQCB.

4.10 Water Supply Inventory (§10826 [b][7])

Table 4.4 summarizes the monthly water supply based on a 20-year average.

Table 4.4 below tabulates the monthly water supply based on a twenty-year average, years 1992-2011. The District relies on surface water runoff and storage in its reservoir system, recycled water, and contract water purchases from PG&E for its annual supply.

TABLE 4.4 MONTHLY WATER SUPPLY INVENTORY (AC FT), BASED ON A 20-YEAR AVERAGE

	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	TOTALS
Surface Water Runoff	23,206	20,651	30,507	41,303	64,234	32,071	5,191	369	339	1,689	4,457	18,484	242,501
End of Month Reservoir Storage	164,884	171,503	182,182	199,322	227,489	227,738	211,425	187,773	164,725	152,874	151,645	151,951	
Recycled Water													2,609
Contract Water Purchase													7,918

4.11 Water Use Accounting [§10826 (b)(7)(B)]

Table 4.5 represents the water use elements for agricultural, municipal and industrial, environmental, domestic and water leaving the service area. Distribution, seepage, evaporation and spills from canals are estimated at a combined 10% loss.

TABLE 4.5 2011 WATER USAGE

WATER USE ELEMENTS	AF
Applied Water	117,340
Consumptive Use by Crop Evapotranspiration	NA
Distribution, Seepage, Evaporation and Spills (estimated 10% combined loss)	14,000
Water Used for Leaching, Cultural Practices	0
Municipal and Industrial Water Use	2,450
Any Water Used For Environmental Purposes	9,135
Groundwater Recharge/Conjunctive Use	0
Water Exchanges or Transfers	0
Estimated Deep Percolation	0
Any Flows to Saline Sink or Perched Water Table	0
Any Water Leaving the Service Area ²	4,424
Other, Domestic Water	9,728

² Water leaving the service area is the measured outflow from the distribution system during the irrigation season.

4.12 Overall Water Budget (§10826 [b][7][C])

Based on the Water Supply tabulation and the Water Use tabulation above, the estimated Water Budget is in Table 4.6 below.

TABLE 4.6 WATER BUDGET

ELEMENTS	AF
Based on Year 2011 ³	
Subtotal Water Supplies ⁴	406,692
Subtotal Water Uses ⁵	152,653
Drainage Leaving Service Area	4,424

4.13 Water Supply Reliability (§10826 [b][8])

This section describes the reliability of the water supply and vulnerability to seasonal or climatic shortages. A summary of the factors resulting in inconsistency of the surface water supply sources is provided in Table 4-7.

The District holds water rights to the majority of its supply and incorporates the need for carryover storage in its water management decisions to provide reliability of supply for domestic, municipal and irrigation purposes. A minimum carryover of 78,000 AF has been determined to be necessary to meet the domestic, municipal, perennial crop and required instream flows and has been incorporated into the Drought Contingency Plan (Appendix D). Carryover storage has ranged from a low of 27,200 AF in 1977 to a high of 185,800 AF in 2011 with an average of 148,600 AF.

The District also has flexibility within its own distribution system and interties with PG&E and PCWA to provide redundancy in some areas in the event of an infrastructure failure. In recent years, NID has invested almost \$100 million in infrastructure improvements and planning for future demand.

³ 2011 was one of the wettest years on record for NID.

⁴ Water supplies consist of surface runoff, contract water purchase and recycled water

⁵ Water uses include everything in Table 4.5 except any water leaving the service area.

TABLE 4.7 FACTORS RESULTING IN INCONSISTENT WATER SUPPLY

WATER SUPPLY SOURCES	SPECIFIC SOURCE NAME, IF ANY	LIMITATION QUANTIFICATION	LEGAL	ENVIRONMENTAL	WATER QUALITY	CLIMATIC	ADDITIONAL INFORMATION
Supplier-Produced Surface Water							
Watershed Runoff			X	X		X	
Carryover Storage			X	X		X	
Recycled Water				X			
Wholesaler Contract Purchase	PG&E		X	X		X	



NID Water Distribution Operator Checking Water Deliveries

SECTION 5

CLIMATE CHANGE [§10826 (c)]

5.1 Climate Change

A review of the pertinent available literature in regard to climate change and its resulting impact was done with particular attention to California and the Sierra Nevadas. The California DWR has been a leader in climate change research and the impact of climate change on the California water supply (See Figure 5-1: Climate Change Diagram). DWR has commissioned or been part of numerous studies which have culminated in the data and recommendations presented in the climate change section of the California Water Plan, Update 2009. It is noted however, that the bulk of the research in regard to climate change has been focused on water supply and ecological restoration. It is recognized that there is a substantial amount of additional research need in regard to issues such as drought extent and frequency and flood frequency data. Research is ongoing and the models that have been developed and calibrated are being used for more in-depth analyses, which are planned for release in the 2013 California Water Plan update.

The California Environmental Protection Agency prepared a scientific report (July 2012) on the potential impacts of climate change called “Our Changing Climate 2012”. It addresses the vulnerability and adaptation to the increasing risks from climate change in California as they pertain to agriculture, changing habitat, water and energy demands, public health and social well-being.

Research into the aspects of climate change by the DWR has arrived at six basic conclusions, four of which are of interest to NID:

First, it is widely accepted that the average annual temperatures are increasing. Data show that over the last 100 years, the average annual temperature in California has risen approximately 1.5 degrees Celsius. It is projected that the mean annual temperature will increase from 2 to 6 degrees Celsius by 2050, although California’s widely varied topography will create substantial local variations. The impact of such changes will include increased water demand during the irrigation season, resulting in faster snowmelt in the spring, increased evapotranspiration, and changes to the overall ecosystem (i.e., vegetation changes, forest migration, etc.).

As a result of the past century’s temperature increase of 1.5 degrees Celsius, the snow pack in the Sierras on average has decreased approximately 10 percent over the last 100 years. Further, climate patterns are becoming more variable. Looking forward, the DWR research has concluded that the average snow pack will decline from between 25 to 40 percent by mid-century. Further, while the total annual precipitation will remain relatively unchanged, the intensity of the wet and dry periods will increase. In the current State Water Plan, the DWR has taken a pro-active position to secure a

sustainable water supply for the future and outlined recommendations for strategic goals as well as near- and long-term actions that will assist water managers in sustaining their water resources.

The second conclusion is that while impact to total annual precipitation is uncertain, there will be a noticeable increase in extreme conditions, meaning greater flood events and longer and more intense drought conditions. Storm events are predicted to be more severe, resulting in increased runoff during these events. This will be a significant factor in the operational planning of reservoir management.

The third conclusion is of particular importance to the District due to its heavy reliance on snow melt for supply and refill of its storage systems. It is predicted that there will be a decreasing snowpack in the northern Sierras. More precipitation is expected to fall as rain in the higher elevations, resulting in more intense runoff events (i.e. shorter duration with higher peak flows). The potential for reservoir spillage, and consequently, water loss, may increase as a result.

With regard to the District's Drought Contingency Plan (Appendix D), typically the District has sufficient water reserves to handle a single year drought with essentially no reduction in deliveries. However, in keeping with the concerns surrounding the effects of climate change, it is likely that future dry periods could extend over several years at a time. As such, it is suggested that the District initiate drought contingencies based on projected annual runoff instead of the current practice of seasonal snowpack assessment. It is clear that maintaining the minimum carryover storage volume is a key factor in minimizing impact on deliveries during extended dry periods. As a result of these discussions, the District increased the minimum value for carryover storage to 78,000 acre-feet. In light of the data collection, demand projections, recent climate change reports, and analysis undertaken, it is recommended that increasing the minimum value for carryover storage be examined once again. Further, conservation should be part of daily/normal operations moving into the future as this will be a key component of achieving a sustainable supply.

The final conclusion is that snowmelt will occur earlier in the season, thereby shifting the timing of the annual runoff. This factor, combined with more rain events than snow, will necessitate a shift in reservoir draw and refill cycles in order to minimize spillage and ensure the reservoirs are full prior to the beginning of the irrigation season.

Another literature source reviewed for this analysis was the recent UC Davis study titled "The Effects of Climate Change on Lake Tahoe in the 21st Century: Meteorology, Hydrology, Loading and Lake Response." This study is particularly applicable as the Lake Tahoe watershed is adjacent to the District's own watershed. While in general agreement with the assessments made in the California Water Plan, they provide a more specific timeline in regards to the projected watershed changes. In this report, they note an increase in temperature resulting in a continued shift from snowfall to rain, and earlier snowmelt and runoff during the water year. Currently, 50 to 60 percent of the annual precipitation above 6,000 feet falls as snow. Research done as part of this study has predicted this rate to drop to 30 to 40 percent. Further, they have concluded that the duration of the snowpack will be reduced from 248 days to 184 days by the end of the century. Inflows from natural runoff are also predicted to decline with time.

The implications of this shift will increase the frequency and magnitude of flow events. Increased magnitude of flood flow events results in impacts to both flow management and water quality, as the increased flows will pick up more nutrients and sediments. As such, storm water runoff and storm water management will become increasingly important considerations in regards to capturing storm runoff, water quality and treatment, and future land management practices.

The District will need to review land development practices and work with state, county and local government agencies to implement more stringent land management practices to address future water quality issues. It is also well-accepted that climate change will impact water demands. The DWR report noted that while climate change appears to have a somewhat lesser impact on future water demand than population growth; it will still be a significant factor in future demands (DWR 2010).

Further, climate change could potentially offset reductions achieved by implementation of agricultural and urban conservation measures, making such measures that much more important for water resource sustainability. Including the impacts of climate change is a key consideration in the future operational planning of water resource systems. Traditionally, historical trends and observations have been the basis for water resource planning. At the District, the annual water budget is typically set based on the April snow survey, upon which allocations and deliveries for the year are planned and put into motion. A conservative approach is to assume that change is occurring and proactive planning for those changes will help NID adapt.

The District evaluates its carryover storage values regularly. The District continually evaluates conditions throughout the year and based on reservoir draw down and inflow attempts to meet established refill targets each month to ensure reservoirs begin the irrigation season as close to full as possible in the spring. While it is a difficult task based on snow pack and snowmelt measurements and predictions, it will become increasingly more important as annual precipitation transitions to less snow and more rainfall.

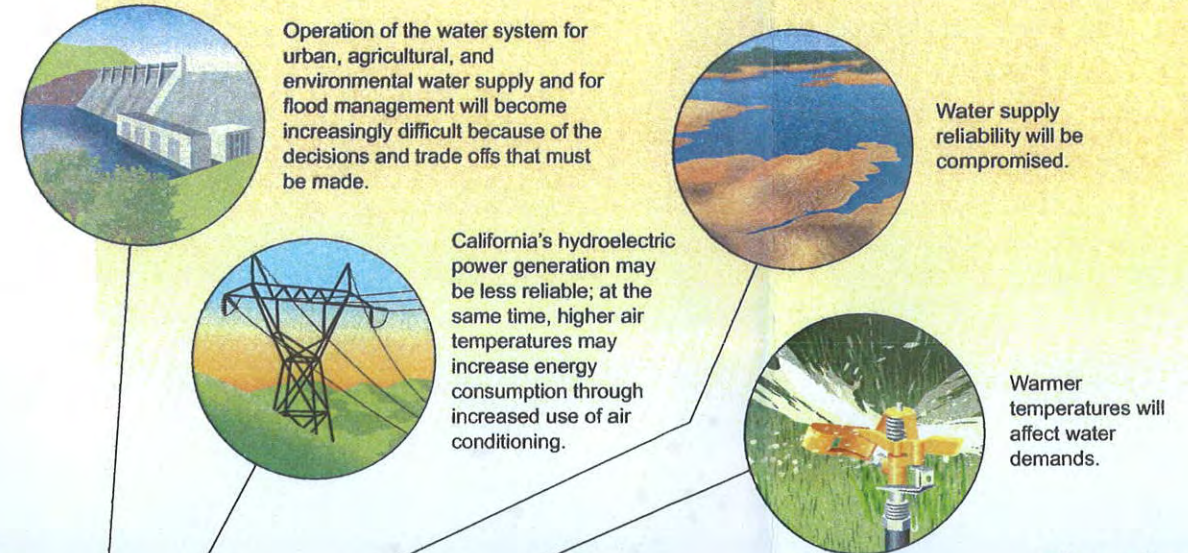
Climate Change: *Stressing Our Water Systems*

What are the Expected Impacts from These Changes?

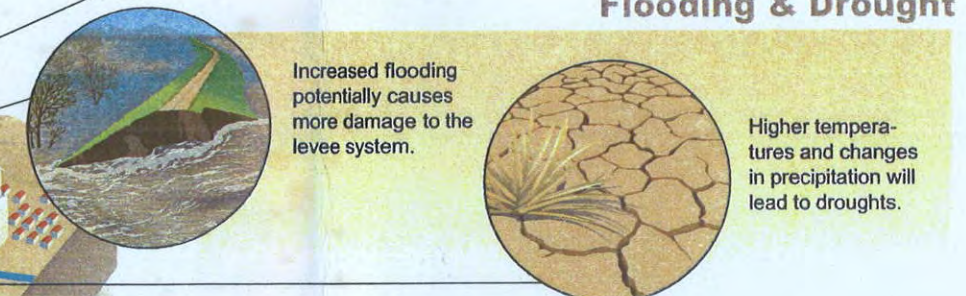
Climate change is already having a profound effect on California's water resources as evidenced by changes in snowpack, river flows, and sea levels. Scientific studies show these changes will increase stress on the water system in the future. Because some level of climate change is inevitable, the water system must be adaptable to change.

The impacts of these changes will gradually increase during this century and beyond. California needs to plan for water system modifications that adapt to the following impacts of climate change:

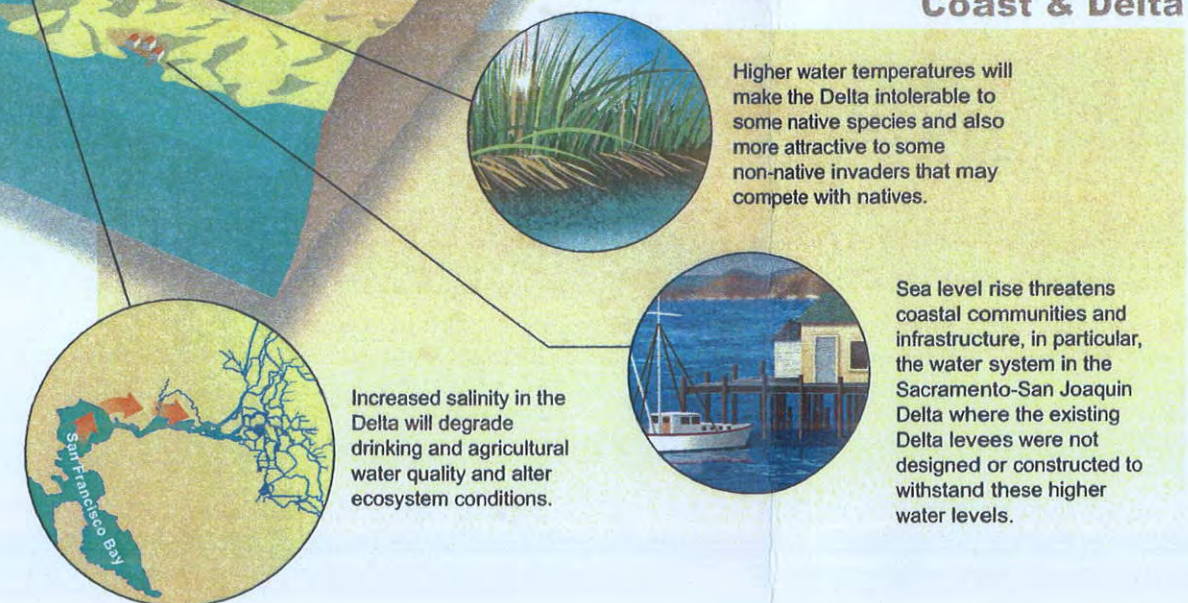
Water & Power Operations



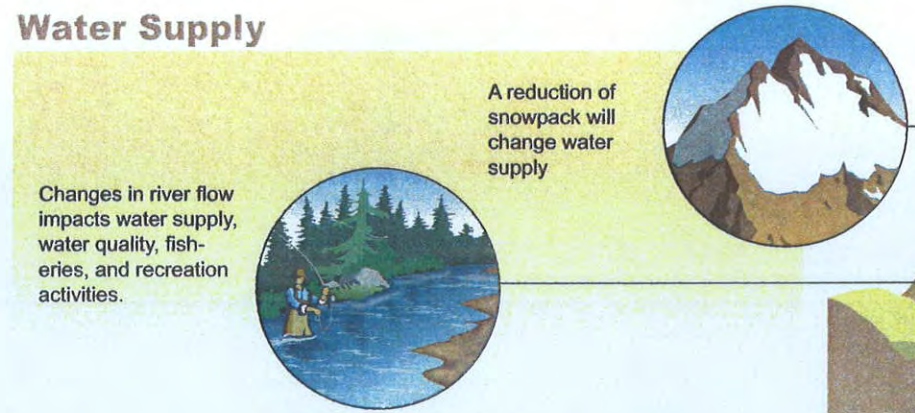
Flooding & Drought



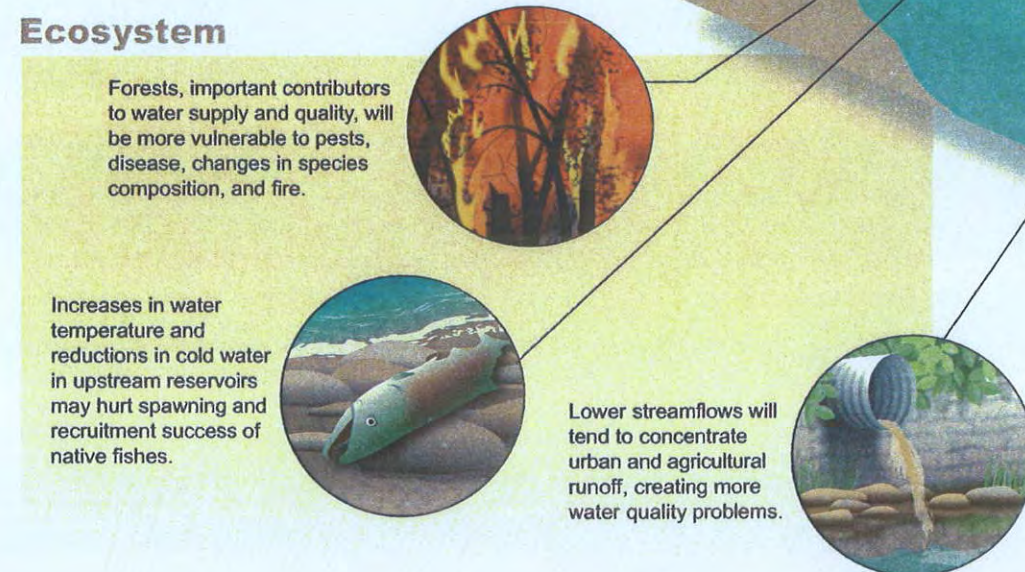
Coast & Delta



Water Supply



Ecosystem





Combie Canal in the Lower Division

SECTION 6

EFFICIENT WATER MANAGEMENT PRACTICES [§10608.48]

The purpose of this section is to identify EWMPs that will accomplish improved and more efficient water management.

Under the authority included under the California Water Code §10608.48(i)(1), the Department of Water Resources is required to adopt regulations that provide for a range of options that agricultural water suppliers may use or implement to comply with the measurement requirements in paragraph (1) of subdivision (b) of §10608.48. For reference, §10608.48(b) of the California Water Code states that:

Agricultural water suppliers shall implement all of the following critical efficient management practices:

- a. *Measure the volume of water delivered to customers with sufficient accuracy to comply with subdivision (a) of Section 531.10 and to implement paragraph b.*
- b. *Adopt a pricing structure for water customers based at least in part on quantity delivered.*

6.1 Measure the Volume of Water Delivered to Customers with Sufficient Accuracy [§10608.48 (a)(1)]

All of NID's customer delivery points are measured.

6.1.1 Measurement compliance with §597.3(b), as outlined in Section §597.3(b)(2), and §597.4(b)(2) and Frequency

NID sells raw water to customers by the California statute miner's inch. A miner's inch is equal to 1.5 cubic feet per minute or 11.22 gallons per minute. Ninety-two percent (92%) of NID's irrigation customers purchase summer season water, April 15 through October 14; the typical duration of water delivery is 182 days. The standard measurement for a miner's inch requires a six-inch head of water over the center of the orifice and the water to free flow through the delivery point. For customers that purchase 40-miner's inches or less, the amount of water is delivered through a standard water box (Figure 2.9.1-6) and measured through an orifice sized for the amount of water purchased and the available head pressure. For purchases greater than 40-miner's

inches, the measurement may be by any industry standard device such as a weir or parshall flume that will give the most accurate measurement for the situation. The customer's water boxes and orifice plates are checked at the beginning of irrigation season and periodically throughout the season for accuracy. Records are kept stating when customer services are turned on and off to assist in calculating the volume of water delivered (see Figure 6.1 Engineer's Memorandum).

6.1.2 Methods for Determining Irrigated Acres

The Crop Acreage Report is sent out annually for the customer to report the irrigated acreage and types of crops with the application for water. The customer's water service will not be turned on if the irrigated acres and crop information is not returned (see Figure 6.2 Application for Irrigation Water and Crop Acreage Report).

6.1.3 Quality Control and Quality Assurances Procedures

Service outlets are checked numerous times per year for accuracy of water delivery. Orifice plates, screens and boards are replaced as necessary. All measurement structures are installed to professional engineering design standards. All structures are checked prior to irrigation season and numerous times during the season as necessary for accuracy by inspecting the levelness and to verify that the staff gages are set to the appropriate level. A standard AA current meter measurement is used to compute flow when necessary.

6.1.4 Water Measurement Formula

If a water measurement device measures flow rate, velocity or water elevation and does not report the total volume delivered, document how the measured value was converted to volume.

The water measurement best professional practices allow NID to convert the flow of water delivered to volume. One miner's inch is equal to 1.5 cubic feet per minute.


Formulas used to compute volume:

$$\text{Volume} = \text{Flow} \times \text{Duration}$$

$$\text{Volume} = \text{Flow} (1.5 \text{ ft}^3 / \text{minute}) \times \text{Duration (time water service is on in minutes)}$$

§531.10 (a) of the California Water Code requires that: An agricultural water supplier must submit annual reports summarizing aggregated farm-gate delivery data on a monthly or bi-monthly basis, using best professional practices. Reports are due to DWR in July of each year beginning July 2013.

Memorandum

TO: Agricultural Management Plan
FROM: Gary D. King 
California Professional Engineers License #71761
Chief Engineer
Nevada Irrigation District
DATE: September 27, 2012
SUBJECT: Best Professional Practices – Raw Water Measurement

ENGINEERING

NID provides raw water to customers by the California statute miner's inch and all services are measured at the point of delivery. According to Christiansen (1947), "a California statute miner's inch is the free flow through an orifice with an area of one square inch under a head of six inches above the center of the orifice and is equal to 1/40 cubic foot per second" (p.41). Christiansen states that "maintaining the exact head pressure on an orifice can be difficult" (p.42). Normally, the District sets the orifice with six inches of head a normal irrigation season flow. However, the District in some instances utilizes checks within the canals to keep a constant head over the office and also sizes orifices for the amount of available head to accurately deliver the amount purchased. The District makes every reasonable effort to set the orifice to the proper head and allow free flow through the orifice. If the head is unable to be six inches, the District modifies the orifice size per Table 9 (Christiansen, p. 42).

For purchases greater than 40 miner's inches, the measurement may be by any industry standard device such as a weir or parshall flume that will give the most accurate measurement for the situation. All customer measurement devices are installed and maintained utilizing standard industry practice and recommendations.

If requested, the District will review, test, and evaluate the measuring device and its ability to provide the water accurately to the customer.

To the best of my knowledge and belief that the District's current methods of measuring customer deliveries if properly installed and maintained to industry recommended standards and practices meet the definition under Section §597.2 for "Best professional practices".

Christiansen, J. E. (1947), *Measuring Water for Irrigation*, University of California, Berkley

6.2 Pricing Structure Based at Least in Part on Quantity Delivered [§10608.48(b)]

NID's Board of Directors annually approves water rates based on the cost of service and consistent with Proposition 218. Raw water is sold by quantity delivered in increments of either miner's inches or acre feet. The District has numerous rate schedules for raw water depending on the type of service provided. Generally the agricultural water rates are a declining block rate until the amount purchased is greater than or equal to 21 miner's inches then the rate is uniform. Similar to rates, the District also has numerous billing frequencies depending on the type of service. For a seasonal irrigation service the customer has the choice of paying the amount in full or making payment in three installments. If the amount is paid in full the customer receives a five percent discount. See Appendix C- 2012 NID Water Rates.

6.3 Locally Cost Effective Elements (EWMPs, BMPs) (§10608.48 [c])

The District continues to implement, or plans to implement, cost-effective and/or technically feasible conservation measures to include, but not limited to the practices described in Tables 6.1, 6.2 and 6.3.

The District provides informational and educational literature to customers via the District's website (www.nidwater.com), inserts into the customer's bills, pamphlets and brochures, onsite Demonstration Garden, free seminars, workshops and events to encourage the wise use of water and promote water use efficiency through Best Management Practices. See Figure 6.3 Irrigation Efficiency Workshop.

NID works closely with local and regional resources such as the USDA Natural Resource Conservation Service (NRCS) and Resource Conservation District's (RCDs), University of California (UC) Cooperative Extension Farm Advisors, UC Certified Master Gardeners and local county agricultural commissioners to provide customers with technical assistance and new advances in best management land practices, BMPs for herbicide use and conservation measures for environmental habitat and the efficient use of water.



6.4 Efficient Water Management Practices Implemented §10608.48(d)]

NID is implementing water conservation measures and programs that can be achieved by managing water supply as well as water demand. See Tables 6-1, 6-2, 6-3 for Efficient Water Management Practices implemented by NID, planned to be implemented, or which are not locally cost-effective. NID is required to report on water management practices that have been implemented. §10608.48 (d).

Some of the agricultural customers utilize the California Irrigation Management Information System (CIMIS) via a station in Placer County. CIMIS is a network of over 140 automated weather stations scattered throughout California that provide Evaporation Transpiration (ET) information and weather data to the public free of charge. www.cimis.water.ca.gov/cimis/welcome.jsp

Due to the wide variation in topography, elevation and soil types throughout the District's service area, the CIMIS data is most applicable for lower elevation Placer County customers.

NID's EWMPs Summary of Agricultural Water Management Council Practices

TABLE 6.1 LIST A - GENERALLY APPLICABLE EWMPs NOT SUBJECT TO NET BENEFIT ANALYSIS

EWMP	EWMP DESCRIPTION	CATEGORY (STANDING)	EWMP STATUS	IMPLEMENTATION STATUS
1	Prepare and adopt an Agricultural Water Management Plan §10820	Mandatory	NID Board of Directors adopted the AWMP on November 28, 2012.	Completed
2	Designate a Water Conservation Coordinator §10608.48(c)(11)	Mandatory	A full time, water efficiency coordinator was hired February 28, 2011.	Completed
3	Support the availability of water management services to water users §10608.48 (c)(12)	Mandatory	The Water Efficiency Coordinator develops and coordinates educational programs to include fairs and events, irrigation workshops, customer surveys, newsletters, website information, demonstration gardens and landowner site visits. Also assists customers with CIMIS and ETo information to determine crop's water requirements. Provides customers with information for local cost-share and technical assistance programs.	Ongoing
4	Where appropriate, improve communication and cooperation among water suppliers, water users and other agencies §10608.48	Mandatory	NID works cooperatively with PCWA, City of Grass Valley, Nevada City, City of Auburn, City of Lincoln, counties of Nevada, Placer and Yuba. NID is a member of the Mountain Counties Water Resources Association and Cosumnes/ American/ Bear/ Yuba (CABY) Integrated Regional Water Management Planning group and actively participates in local and regional planning and project implementation. NID plans to meet within the next year with County departments for long-range planning efforts.	Ongoing
5	Evaluate the need, if any, for changes in policies of the institutions to which the water supplier is subject §10608.48(c)(13)	Mandatory	NID has Riparian Rights, Pre and Post 1914 Water Rights. NID's Board of Directors has the legal authority to directly set and implement policies that affect the distribution of water. NID evaluates its policies annually to address regulatory changes.	Ongoing
6	Evaluate and improve efficiencies of water supplier's pumps §10608.48 (c)(14)	Mandatory	NID does not pump from groundwater and the majority of the distribution system is gravity flow. In a few isolated cases, small 100-150 hp pumps lift water a short distance to a nearby reservoir. The pumps are inspected daily and any debris is removed. All pumps are on an annual maintenance schedule to ensure efficient operations.	Ongoing

TABLE 6-2 LIST B - CONDITIONALLY APPLICABLE EWMPs SUBJECT TO NET BENEFIT ANALYSIS

EWMP	EWMP DESCRIPTION	CATEGORY (STANDING)	EWMP STATUS	IMPLEMENTATION STATUS
1	Facilitate Alternate Land Use §10608.48 (c)(1)	Exemptible	NID is not aware of customers with lands that have an exceptionally high water duty or whose irrigation contributes to significant problems. Irrigation customers are required by the Central Valley Regional Water Quality Board to participate in a water coalition to protect water quality and minimize run-off through efficient water management practices.	N/A
2	Facilitate Use of Available Recycled Water §10608.48 (c)(2)	Exemptible	NID currently utilizes recycled water from urban wastewater treatment plants that discharge to the creeks per state and federal requirements.	Ongoing
3	Facilitate Financial Assistance for on Farm Irrigation Systems §10608.48 (c)(3)	Exemptible	NID provides information and resources to customers for local, state and federal cost-share and technical assistance programs such as the USDA Natural Resource Conservation Service EQIP, local RCDs and UC Cooperative Extension Farm Advisors. It is not locally cost effective for NID to provide capital improvements to agricultural customers and a local USDA NRCS program provides those services.	Not Locally Cost Effective
4	Facilitate Voluntary Water Transfers	Exemptible	NID does not have any water transfers at this time.	N/A
5	Line and Pipe Ditches and Canals §10608.48 (c)(5)	Exemptible	NID has approximately 425 miles of canals and budgets \$250,000 annually for shotcreting and encasing canals for efficiency and protection of water quality. NID also applies for grants to assist with the costs. The B/C ratio for this EWMP is low due to the cost per mile to gunite canals is a minimum of \$125,000/ mile. Even though some pesticides and soil erosion control costs may decrease by canal lining, cleaning silt and debris costs increase and offset any potential savings. In recent years, the District has spent \$60 million on encasement and realignment of distribution lines.	Ongoing

**TABLE 6-2 LIST B - CONDITIONALLY APPLICABLE EWMPs SUBJECT TO NET BENEFIT ANALYSIS
(continued)**

EWMP	EWMP DESCRIPTION	CATEGORY (STANDING)	EWMP STATUS	IMPLEMENTATION STATUS
6	Increase Water Ordering and Delivery Flexibility §10608.48 (c)(6)	Exemptible	NID's licensed distribution operators work with customers on an individual basis for canal rotations and delivery flexibility.	Completed
7	Construct and Operate Tailwater and Spill Recovery System §10608.48 (c)(7)	Exemptible	Due to the change in elevation of the extensive distribution system, the tail water from higher elevation canals is recaptured in lower elevation canals. Also, NID has the right to resell return flows within the District boundaries. Therefore, this water is being recovered and utilized during the irrigation season. NID is in the process of applying for grants to facilitate installing gaging stations at the ends of some of the canals to increase efficiency and minimize spills.	Ongoing
8	Optimize Conjunctive Use §10608.48 (c)(8)	Exemptible	NID does not use groundwater for operational purposes.	N/A
9	Automate Canal Structures §10608.48 (c)(9)	Exemptible	At two of NID's large capacity canals, automatic gate control devices have been installed. NID is in the process of researching automation of canal structures where applicable, for design, efficiency and feasibility. If feasible NID will incorporate automation into canal structures at the time of replacement. NID hopes to automate two more canals within the next 5 years, if feasible.	Ongoing

TABLE 6-3 LIST C- OTHER WATER EWMPs SUBJECT TO NET BENEFIT ANALYSIS

EWMP	EWMP DESCRIPTION	CATEGORY (STANDING)	EWMP STATUS	IMPLEMENTATION STATUS
1	Water Measurement & Water Use Update §10608.48 (a)	Exemptible	NID measures water by professional standards for either the miner's inches or acre feet at the delivery point to all customers.	Completed
2	Pricing and Incentives §10608.48 (b)	Exemptible	NID approves water rates annually based on the cost of service. See Appendix C for water rates. Generally, the agricultural rates are a declining block rate until the amount purchased is equal to or greater than 21 miner's inches, then the rate is uniform. NID's Water Efficiency Program assists customers with site visits to evaluate efficiencies and water management practices. NID recommends customers contact USDA NRCS for cost-share incentive programs.	Completed



Water Efficiency Improvements on the Banner Cascade Canal

NEVADA IRRIGATION DISTRICT
AGRICULTURAL WATER MANAGEMENT PLAN

APPENDICES

APPENDIX A

NOTICE OF PLAN PREPARATION & PUBLIC HEARING

AFFIDAVIT OF PUBLICATIONS

PUBLIC COMMENT

PLAN ADOPTION RESOLUTION

APPENDIX B

WATER SERVICE REGULATIONS

APPENDIX C

2012 WATER RATE SCHEDULE

APPENDIX D

DROUGHT CONTINGENCY PLAN

APPENDIX E

2011 WATER QUALITY REPORT

APPENDIX F

WATER RIGHTS SUMMARY

NEVADA IRRIGATION DISTRICT
AGRICULTURAL WATER MANAGEMENT PLAN

APPENDIX A

NOTICE OF PLAN PREPARATION & PUBLIC HEARING

AFFIDAVIT OF PUBLICATIONS

PUBLIC COMMENT

PLAN ADOPTION RESOLUTION



NEVADA IRRIGATION DISTRICT

1036 W. Main Street, Grass Valley, CA 95945-5424 ~ www.nidwater.com
(530) 273-6185 ~ Fax: (530) 477-2646 ~ Toll Free: (800) 222-4102

Notice of Plan Preparation and Public Hearing

Notice is hereby given that the Nevada Irrigation District is preparing an Agricultural Water Management Plan.

A Public Hearing is proposed to be held by the Board of Directors on Wednesday, October 24, 2012 or soon thereafter, at the NID District Board Room, 1036 W. Main Street, Grass Valley, California, 95945 to consider the following:

Review Draft September 2012 Agricultural Water Management Plan

The Draft 2012 Agricultural Water Management Plan will be available for public review starting approximately September 24th, 2012 at the following locations:

Online at www.nidwater.com (under Planning, click on AWMP)

Nevada Irrigation District Main Office
1036 W. Main St
Grass Valley, CA 95945

Grass Valley Public Library
207 Mill Street
Grass Valley, CA 95945

Madeline Helling County Library
950 Maidu Avenue
Nevada City, CA

We respectfully request that comments be submitted in writing and submitted by November 1, 2012. Comments will be incorporated into the record of the Public Meeting and the Plan. Adoption of the Agricultural Water Management Plan is proposed for November 28, 2012 by the NID Board of Directors.

Contact person: Lesa Osterholm
Water Efficiency Coordinator
1036 W. Main Street
Grass Valley, CA 95945
530-273-6185
Osterholm@nidwater.com

NEVADA COUNTY PUBLISHING COMPANY

Grass Valley, CA

AFFIDAVIT OF PUBLICATION

The Union

Nevada Irrigation District
Attn: Lisa Francis Tassone
1036 West Main Street
Grass Valley, CA 95945


REFERENCE: Plan Preparation and Public
Public Hearing 10/24/12
Ad #8424083

County of Nevada, State of Calif. The undersigned, Betsy Hunter, being the principal clerk of the Nevada County Publishing Co. declares that the Nevada County Publishing Co. now is, and during all times herein named, was a corporation duly organized and existing under the laws of the State of California, and now is, and during all times herein named was the printer of THE UNION, a newspaper of general circulation, as defined by Section 6000 of the Government Code of the State of California, printed and published daily (Sundays excepted) in the City of Grass Valley, County of Nevada, State of California, and that affiant is the principal clerk of said Nevada County Publishing Co.

That the printed advertisement hereto annexed was published in the said UNION, in the issues of the following named dates:

October 1 & 8, 2012

I certify, under penalty of perjury, the foregoing is true and correct.

Signed: 
Legals Advertising Clerk

NEVADA IRRIGATION DISTRICT GRASS VALLEY, CALIFORNIA

Notice of Plan Preparation and Public Hearing

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Grass Valley, CA 95945

Grass Valley Public Library
207 Mill Street
Grass Valley, CA 95945

Madeline Helling County Library
950 Maidu Avenue
Nevada City, CA 95959

We respectfully request that comments be submitted in writing and submitted by October 23rd, 2012. Comments will be incorporated into the record of the Public Meeting and the Plan. Adoption of the Agricultural Water Management Plan is proposed for November 14, 2012 by the NID Board of Directors.

Contact person: Lesa Osterholm
Water Efficiency Coordinator
530-273-6185
Osterholm@nidwater.com

Publish: October 1 & 8, 2012

Ad #8424083

NOTICE OF PLAN PREPARATION AND PUBLIC HEARING

16474003

Notice of Plan Preparation and Public Hearing NEVADA IRRIGATION DISTRICT GRASS VALLEY, CALIFORNIA

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Contact person: Lesa Osterholm
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530-273-6185
Osterholm@nidwater.com

PUBLISHED IN AUBURN JOURNAL: OCTOBER 3, 10, 2012

The above space is reserved for Court/County Filed Date Stamp

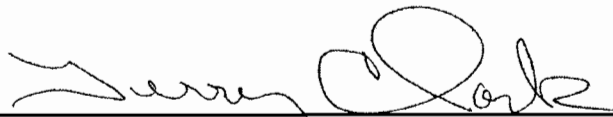
PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Placer

I am a citizen of the United States and employed by a publication in the County aforesaid. I am over the age of eighteen years, and not a party to the mentioned matter. I am the principal clerk of **The Auburn Journal**, a newspaper of general circulation, in the **City of Auburn**, which is printed and published in the **County of Placer**. This newspaper has been judged a newspaper of general circulation by the Superior Court of the State of California, in and for the **County of Placer**, on the date of May 26, 1952 (Case Number 17407). The notice, of which the attached is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

OCTOBER 3, 10

I certify, under penalty of perjury, that the foregoing is true and correct.


Terry Clark

Dated in Auburn, California

OCTOBER 10, 2012

PROOF OF PUBLICATION
THE AUBURN JOURNAL
1030 High Street
Auburn, CA 95604-5910

APPEAL-DEMOCRAT

1530 Ellis Lake Drive, Marysville, CA 95901
(530) 749-4700

Affidavit of Publication

(2015.5 C.C.P.)

STATE OF CALIFORNIA,

Counties of Yuba and Sutter

Nevada Irrigation District

Notice of Plan Preparation & Public Hearing

I am not a party to, nor interested in the above entitled matter. I am the principal clerk of the printer and publisher of THE APPEAL-DEMOCRAT, a newspaper of general circulation, printed & published in the City of Marysville, County of Yuba, to which Newspaper has been adjudged a newspaper of general circulation by The Superior Court of the County of Yuba, State of California under the date of November 9, 1951, No. 11481, and County of Sutter to which Newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sutter, State of California under the date of May 17, 1999, Case No. CV PT99-0819 that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

October 1, 8, 2012

I declare under penalty of perjury
that the foregoing is true and correct.
Executed at Marysville, California

October 8, 2012

Date: _____



(Signature)

This space is for the County Clerk's filing stamp.

PROOF OF PUBLICATION

Notice of Plan Preparation and Public Hearing

Notice is hereby given that the Nevada Irrigation District is preparing an Agricultural Water Management Plan.

A Public Hearing is proposed to be held by the Board of Directors on Wednesday, October 24, 2012 or soon thereafter, at the NID District Board Room, 1036 W. Main Street, Grass Valley, California, 95945 to consider the following:

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We respectfully request that comments be submitted in writing and submitted by November 1, 2012. Comments will be incorporated into the record of the Public Meeting and the Plan. Adoption of the Agricultural Water Management Plan is proposed for November 28, 2012 by the NID Board of Directors.

Contact person: Lesa Osterholm
Water Efficiency Coordinator
1036 W. Main Street
Grass Valley, CA 95945
530-273-6185
Osterholm@nidwater.com

October 1 & 8, 2012

Ad #00145000



NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, California 95945

The District will provide a dependable, quality water supply, strive to be good stewards of the watersheds and conserve the available resources.

WATER & HYDROELECTRIC OPERATIONS COMMITTEE AGENDA

(Members: Jim Bachman and Nick Wilcox)

Tuesday, October 9, 2012 - 9:00 a.m.

Board Room

* * * * *

PUBLIC COMMENT*

* * * * *

1. Review and approve minutes from the September 11, 2012 meeting
2. Agricultural Water Management Plan: Discuss the Draft September 2012 Agricultural Water Management Plan (AWMP), and make appropriate recommendations
3. Water Rights Update: Hear update on Water Rights

FYI

- a) Storage and Release Report - Handout @ meeting for most current information

***PUBLIC COMMENT:** Members of the public shall be allowed to address the Committee on items which are of interest to the public and which are within the jurisdiction of the committee, before or during the Committee's consideration of the item; however, no action shall be taken on any item not appearing on the agenda unless otherwise authorized by the Committee pursuant to Government Code Section 54954.2 (6). The Committee may limit the public comment time.



NID

NEVADA IRRIGATION DISTRICT

1036 West Main Street
Grass Valley, CA 95945
Telephone: (530) 273-6185 / Facsimile: (530) 271-6838
Web Site: www.nidwater.com

Nick Wilcox,
President of the Board – Division V
Jim Bachman, Vice President – Division IV
Nancy Weber, Division I * John H. Drew, Division II
W. Scott Miller, Division III

AGENDA

**THE NEVADA IRRIGATION DISTRICT BOARD OF DIRECTORS AND THE
NEVADA IRRIGATION DISTRICT JOINT POWERS AUTHORITY
WILL MEET IN REGULAR SESSION AT THE DISTRICT'S BOARD ROOM LOCATED AT
1036 WEST MAIN STREET, GRASS VALLEY,
AT 9:00 A.M. ON WEDNESDAY, OCTOBER 24, 2012**

STANDING ORDERS:

1. Call the Meeting to Order

* * *

SPECIAL ORDERS:

- 9:00 A.M. – CLOSED SESSION** will be declared pursuant to Government Code Section 54957: Board consideration of candidates for position of General Manager
(Note: It is anticipated that the Board of Directors will reconvene in open session at 10:00 a.m.)

* * *

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA *

Please limit comments to three (3) minutes per person

* * *

CONSENT AGENDA:

2. Approve the minutes of the regular meeting on October 10, 2012
3. Combie Reservoir - Assignment to Aggregate Mining Lease: Ratify agreements with Green Vista Land Holdings, LLC., and authorize the General Manager to execute the necessary documents

* * *

SPECIAL ORDERS:

- 10:05 A.M. - EMPLOYEE INTRODUCTION:**
➤ Carl Cookson, Utility Worker I

10:10 A.M. - RETIREMENT PRESENTATION: Resolution of Appreciation upon Retirement for Edmond L. Rossovich (Resolution No. 2012-35)

* * *

GENERAL ORDERS:

4. Approve warrants
5. Agricultural Water Management Plan (AWMP) – Public Hearing: Review and discuss AWMP; conduct public hearing and receive comments (*Note: The AWMP is available at www.nidwater.com (click on Planning), or at the District's Business Center; adoption of the AWMP will be considered by the Board of Directors at the Board meeting of November 28, 2012*)
6. Hydroelectric Division – Change Order Request: Ratify change order to Contract No. 2009-01 with HDR; authorize the General Manager to execute the change order and associated budget amendment in the amount of \$68,712
7. Labor Contract – Memorandum of Understanding with AFSCME regarding Wages, Hours and Terms and Conditions of Employment for 2012-2014: Following ratification of the Tentative Labor Agreement by AFSCME, adopt Resolution No. 2012-36 (Authorizing Changes in Wages, Hours, and Terms and Conditions of Employment for Employees Represented by AFSCME)

* * *

GENERAL MANAGER'S REPORT:

The General Manager will provide a report on current activities within the District of interest to the public and the Board. Items to be discussed by the General Manager will be conditions of current water supply and water sales, legislative or regulatory items of interest not yet requiring action, and public affairs activities occurring within the District directly or indirectly involving District operations.

* * *

BOARD OF DIRECTORS' ITEMS / REPORTS:

Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community comments and activities of interest.

* * *

PUBLIC COMMENT ON ANY ITEM TO BE CONSIDERED IN CLOSED SESSION

CLOSED SESSION will be declared pursuant to Government Code Section 54956.8 to confer with Real Property Negotiators Nelson, Morrow, Sindt and/or Meith regarding price and terms of payment for acquisition and sale of rights in real property; properties subject to negotiations:

- South Yuba Canal, Chalk Bluff Canal, Deer Creek Powerhouse; flowage/wheeling rights in Drum Canal, Bear River Canal, Wise Canal, and South Canal (all owned by PG&E)
- Flowage Rights in Bowman-Spaulding Canal, Fall Creek Flume, Dutch Flat Flume, and Chicago Park Flume; right to storage in Rollins Reservoir (all owned by NID)

Persons with whom negotiations will be conducted: PG&E Management

CLOSED SESSION will be declared pursuant to Government Code Section 54956.9(a) to confer with Legal Counsel – Existing Litigation – Bingaman v. Nevada Irrigation District; Nevada County Case No. 78684

CLOSED SESSION will be declared pursuant to Government Code Section 54956.9(b) to confer with Legal Counsel – Anticipated Litigation – Claim of George Loftus

CLOSED SESSION will be declared pursuant to Government Code Section 54957.6 to provide direction to the District's designated bargaining representatives – Nelson, Crough, District Counsel, Miller and/or Weber – regarding 2012 salary/benefit/working conditions

* * *

8. Adjourn to tour Banner-Taylor Reservoir Restoration Project and DS Canal Flume Replacement Project (*no action will be taken*)

* * *

ADJOURN

The next meeting of the Board of Directors will be held on **Wednesday, November 7, 2012 at 9:00 a.m.** at the District's Business Center located at **1036 West Main Street, Grass Valley, California**

* * *

Next NID Resolution No. 2012-37

Next NID Ordinance No. 2012-01

Next NID JPA Resolution No. 2012-01



NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, California 95945

The District will provide a dependable, quality water supply, strive to be good stewards of the watersheds and conserve the available resources.

The regular meeting of the Water and Hydroelectric Operations Committee of the Nevada Irrigation District scheduled for Tuesday, November 13, 2012, has been changed to Tuesday, November 6, 2012, at 1:00 p.m. in the Board Room at the address listed above.

WATER & HYDROELECTRIC OPERATIONS COMMITTEE

AGENDA

(Members: Jim Bachman and Nick Wilcox)

Tuesday, November 6, 2012 – 1:00 p.m.

Board Room

* * * * *

PUBLIC COMMENT*

* * * * *

1. Review and approve minutes from the October 9, 2012 meeting
2. Agricultural Water Management Plan: Discuss the Agricultural Water Management Plan and make a recommendation to the Board of Directors
3. Canal Moratoriums: Discuss the process of removing eligible irrigation canal moratoriums
4. Water Rights Update: Hear update on Water Rights

* * * * *

FYI

- a) Storage and Release Report - Handout @ meeting for most current information

***PUBLIC COMMENT:** Members of the public shall be allowed to address the Committee on items which are of interest to the public and which are within the jurisdiction of the committee, before or during the Committee's consideration of the item; however, no action shall be taken on any item not appearing on the agenda unless otherwise authorized by the Committee pursuant to Government Code Section 54954.2 (6). The Committee may limit the public comment time.



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AGENDA

**THE NEVADA IRRIGATION DISTRICT BOARD OF DIRECTORS AND THE
NEVADA IRRIGATION DISTRICT JOINT POWERS AUTHORITY
WILL MEET IN REGULAR SESSION AT THE DISTRICT'S BOARD ROOM LOCATED AT
1036 WEST MAIN STREET, GRASS VALLEY,
AT 9:00 A.M. ON WEDNESDAY, NOVEMBER 28, 2012**

STANDING ORDERS:

1. Call the Meeting to Order

* * *

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA *

Please limit comments to three (3) minutes per person

* * *

CONSENT AGENDA:

2. Approve the minutes of the regular meeting on November 7, 2012
3. Agricultural Water Management Plan (AWMP): Adopt Resolution No. 2012-42 (Adopting, Directing, Filing and Implementing the Nevada Irrigation District Agricultural Water Management Plan), as recommended by the Water and Hydroelectric Operations Committee
4. Job Descriptions for Managers and Confidential Employees – Changes to Job Descriptions and Impacts of Changes: Approve job descriptions and titles for all managers, confidential employees, and approve the revised Financial Impact Adjustments, as recommended by the Administrative Practices Committee
5. Job Descriptions for Recreation Division – Changes to Job Descriptions and Impacts of Changes: Approve new job descriptions and titles for Recreation Division employees, and impacts to the changes, as recommended by the Administrative Practices Committee

* * *

GENERAL ORDERS:

6. Approve warrants
7. Retiree Health Benefits – Changes to Medical Premium Contributions for 2013: Adopt Resolution No. 2012-43 (Approving Changes to Contributions for Retiree Health Benefits)
8. 2013-2015 Final Budget – Operations and Capital Revenue and Expenditure Budgets:
 - a) Conduct public hearing, hear testimony and review Final Budget
 - b) Discuss potential revisions to the Final Budget, if any, and
 - c) Consider adoption of the 2013-2015 Final Budget

* * *

SPECIAL ORDERS:

10:30 A.M. – CLOSED SESSION will be declared pursuant to Government Code Section 54957: Board interviews of candidates for position of General Manager (*Note: It is anticipated that the Board of Directors will reconvene in open session at 1:30 p.m.*)

* * *

GENERAL MANAGER'S REPORT:

The General Manager will provide a report on current activities within the District of interest to the public and the Board. Items to be discussed by the General Manager will be conditions of current water supply and water sales, legislative or regulatory items of interest not yet requiring action, and public affairs activities occurring within the District directly or indirectly involving District operations.

* * *

BOARD OF DIRECTORS' ITEMS / REPORTS:

Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community comments and activities of interest.

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PUBLIC COMMENT ON ANY ITEM TO BE CONSIDERED IN CLOSED SESSION

CLOSED SESSION will be declared pursuant to Government Code Section 54956.8 to confer with Real Property Negotiators Nelson, Morrow, Sindt and/or Meith regarding price and terms of payment for acquisition and sale of rights in real property; properties subject to negotiations:

- South Yuba Canal, Chalk Bluff Canal, Deer Creek Powerhouse; flowage/wheeling rights in Drum Canal, Bear River Canal, Wise Canal, and South Canal (all owned by PG&E)
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CLOSED SESSION will be declared pursuant to Government Code Section 54956.9(a) to confer with Legal Counsel – Existing Litigation – Bingaman v. Nevada Irrigation District; Nevada County Case No. 78684

CLOSED SESSION will be declared pursuant to Government Code Section 54956.9(b) to confer with Legal Counsel – Anticipated Litigation – Claim of George Loftus

* * *

ADJOURN

The next meeting of the Board of Directors will be held on **Wednesday, December 12, 2012 at 9:00 a.m.** at the District's Business Center located at **1036 West Main Street, Grass Valley, California**

* * *

Next NID Resolution No. 2012-44

Next NID Ordinance No. 2012-01

Next NID JPA Resolution No. 2012-01



RESOLUTION No. 2012-42
OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

**(ADOPTING, DIRECTING, FILING AND IMPLEMENTING
THE NEVADA IRRIGATION DISTRICT
AGRICULTURAL WATER MANAGEMENT PLAN)**

WHEREAS, the California Legislature enacted SBX7-7, the Conservation Act of 2009 (Water Code Section 10820 et sequences), known as the Agricultural Water Management Planning Act which mandates that every agricultural water supplier providing water for more than 10,000 irrigated acres prepare an Agricultural Water Management Plan (Plan); and

WHEREAS, the Nevada Irrigation District (District) is supplying water to more than 10,000 irrigated acres; and

WHEREAS, the California Department of Water Resources requires the Plan be adopted on or before December 31, 2012, after public review and hearing, and filed with the California Department of Water Resources within 30 days of adoption; and

WHEREAS, the Plan shall be updated on December 31, 2015 and on or before December 31 every five years thereafter; and

WHEREAS, the District properly noticed the public hearing regarding said Plan and was held by the District's Board of Directors on October 24, 2012; and

WHEREAS, the District did prepare and shall file said Plan with the California Department of Water Resources by December 31, 2012;

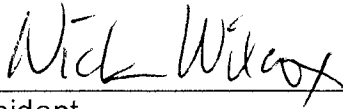
NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Nevada Irrigation District as follows:

- (1) The 2012 Agricultural Water Management Plan is hereby adopted and ordered filed with the District;
- (2) The Secretary of the Board of Directors is hereby authorized and directed to file the Plan with the California Department of Water Resources within 30 days after this date;
- (3) The General Manager is hereby authorized and directed to implement the Agricultural Water Management Plan which includes elements of water use efficiency;

- (4) The General Manager shall recommend to the Board of Directors additional procedures, rules and regulations to carry out effective and equitable allocation of water resources.

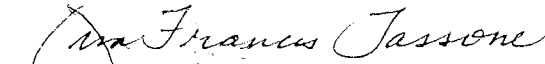
PASSED AND ADOPTED by the Board of Directors of the Nevada Irrigation District at a regular meeting held on the 28th day of November 2012, by the following vote:

AYES:	Directors: Weber, Drew, Miller, Bachman, Wilcox
NOES	Directors: None
ABSTAINING	Directors: None
ABSENT	Directors: None



President

ATTEST:



Board Secretary

NEVADA IRRIGATION DISTRICT 2012 AGRICULTURAL WATER MANAGEMENT PLAN

Public Comments and Responses to NID's Draft September 2012 AWMP

Comment Period September 28 - November 1, 2012

AGENCY / INTERESTED PARTY	COMMENT No.	COMMENT	DISTRICT RESPONSE
NID Director Wilcox	1	Asked for clarification or further information of drainage water leaving the District's service area	District response was to clarify the information to include the following information; The measured outflow from the distribution system during the irrigation season was 4, 424 AF in 2011 which accounted for drainage leaving the service area.
NID Director Wilcox	2	Asked for clarification or further information regarding why the Bear River amount was not included in the District's surface run-off totals.	District response was to clarify the information to include the following information; Due to provisions in the PG&E water purchase agreement, hydrologic variability and NID not being the Senior Water Rights holder, the run-off data does not include supply from the Bear River and South Yuba River. NID is likely to receive some water from these sources in dry years
NID Director Wilcox	3	Asked for clarification or further information regarding Ch. 3, Table 3.4. Request was to clarify the minimum pool requirements and dead storage of the storage reservoirs.	District response was to add a column to Ch.3, Table 3.4 to provide information regarding minimum pool requirements and dead storage to demonstrate that full capacity of reservoirs does not mean all the water is available for use.
NID Director Wilcox	4	Requested information be added to clarify where the treated effluent goes from the City of Auburn wastewater treatment plant.	District response added information that the treated effluent from the City of Auburn wastewater treatment plant helps augment the flows in the Auburn Ravine
NID Director Wilcox	5	Requested information be added to storage reservoir supply figures that siltation reduces available water supply and is not accounted for in the supply table.	District provided information in the Ch. 3, 3.1 narrative adding that the loss of storage due to sedimentation infill has not been accounted for, and added a footnote for Table 3.4 in Ch.3

NEVADA IRRIGATION DISTRICT
AGRICULTURAL WATER MANAGEMENT PLAN

APPENDIX B
WATER SERVICE REGULATIONS

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SECTION 1

INTRODUCTION

1.01 PURPOSE AND HISTORY OF DISTRICT

The Nevada Irrigation District was formed August 15, 1921, by a vote of the people to collect, store and deliver irrigation water to farmers and ranchers. The District now encompasses approximately 287,000 acres and provides both agricultural and treated water to connections that will soon reach 25,000 due to projected growth increases.

eff. 6/11/03

1.02 WATER SUPPLY AND FACILITIES

The District's water supply originates in the upper reaches of the middle and south Yuba River as well as from the Bear River and Deer Creek waterflows. The District owns 10 storage reservoirs containing a capacity of 280,380 acre-feet. Treated water facilities include 8 treatment plants, 39 storage tanks and 325 miles of pipeline. The District also owns and operates five hydroelectric power plants. Power from the District Plants is sold to Pacific Gas and Electric Company. The plants provide on an average year about 350 million kilowatt hours of energy, an amount estimated to serve the equivalent of 85,000 homes. Two other plants, producing about 4 million kilowatts hours annually, are operated by the District under terms of private financing contracts, with the District sharing in revenue. Recreation facilities, operated by concessionaires and the United States Forest Service, are also provided at four of the District's reservoirs.

eff. 6/11/03

1.03**ORGANIZATION OF THE DISTRICT**

Under the provisions of the Irrigation District Law, California Water Code Sections 20500 et seq, the affairs of the District are administered by a Board of Directors consisting of five members who are elected for a term of four years. Each Board member is elected by qualified voters within a certain division of the District. The District employs a General Manager, who reports directly to the Board, and a staff of about 170 employees to perform the daily operations of the District.

eff. 6/11/03

1.04**MEETINGS OF BOARD**

The Board holds regular meetings on the second and fourth Wednesdays of each month, at the District's main office, located at 1036 W. Main St., Grass Valley, California. The public is welcome and encouraged to attend these meetings.

1.05**PURPOSE OF REGULATIONS**

These Regulations are published pursuant to Section 22257 of the Irrigation District Law and provide for the equitable distribution and use of water within the District.

1.06**MODIFICATIONS TO REGULATIONS**

These Regulations may be modified, amended or supplemented at any time by Board action.

eff. 6/11/03

SECTION 2

DEFINITIONS

2.01 ACRE FOOT (Ac Ft)

Term used in water measurement. By California statute, one acre foot equals 43,560 cubic feet or 325,851 gallons.

eff. 6/11/03

2.02 AGENT

Any person hired or under contract with or acting on behalf of the District.

eff. 6/11/03

2.03 APPLICANT

Any person applying for District service.

eff. 6/11/03

2.04 AWWA

American Water Works Association

eff. 6/11/03

2.05 BOARD

The elected Board of Directors of Nevada Irrigation District.

eff. 6/11/03

2.06 CHARGES

Includes tolls, rates, fees and any charges for service rendered by District.

eff. 6/11/03

2.07 CONDUIT

Includes canals, laterals, ditches, flumes, pipes and appurtenances.

eff. 6/11/03

2.08 CUSTOMER

Any person supplied or entitled to be supplied with water service by the District in accordance with established regulations, rates and charges.

eff. 6/11/03

2.09 DISTRICT

Nevada Irrigation District, organized and operating under the State of California, Division 11 of the California Water Code.

eff. 6/11/03

2.10 DISTRICT APPROVAL

Approved by the Board, or a delegated employee, such as the General Manager.

eff. 6/11/03

2.11 DISTRICT FACILITY

Any facility which is owned by the District.

eff. 6/11/03

2.12 EMPLOYEE

Employed by the District on a regular basis to conduct the day-to-day business of the District.

eff. 6/11/03

2.13 FACILITIES

Any device or structure used for the storage, transmission, distribution, treatment, measurement of water, or for hydroelectric power production.

eff. 6/11/03

2.14 GENERAL MANAGER

Signifies the General Manager, as appointed by the Board, or the General Manager's authorized representative.

eff. 6/11/03

2.15 GOVERNMENT CODE

Refers to that portion of the California Codes governing generally the organization, powers, and responsibilities of governmental agencies and political subdivisions formed and existing within the State of California.

eff. 6/11/03

2.16 LANDOWNER

Holder of title of land located within the boundaries of the District.

eff. 6/11/03

2.17 MINER'S INCH (M.I.)

Term used in water measurement. By Northern California statute, one miner's inch equals 1.5 cubic feet per minute, or 11.22 gallons per minute.

eff. 6/11/03

2.18 OPERATE

Includes operation, maintenance, repair and replacement activities.

eff. 6/11/03

2.19 OUTSIDE DISTRICT

Property lying outside District boundaries, or excluded from District, and not subject to assessment.

eff. 6/11/03

2.20 PARCEL

Shall mean each separate lot or unit of land denominated by the county assessor as possessing and holding a separate parcel number, under the mapping and numbering systems of such assessor.

eff. 6/11/03

2.21 PERSON

Any person(s), firm, association, organization, partnership, business trust, corporation, company, or other entity.

eff. 6/11/03

2.22 PREMISES

Integrated land area including improvements operated under the same ownership and management.

eff. 6/11/03

2.23 PRIVATE FACILITY

Any facility not owned by the District.

eff. 6/11/03

2.24 RAW WATER

Water which has not been processed and is not safe for human consumption.

eff. 6/11/03

2.25 REGULATIONS

Refers to “Regulations Relating to Water Service” and includes all rules and regulations providing for the equitable distribution and use of water.

eff. 6/11/03

2.26 BOARD SECRETARY

Appointed by the Board to act as secretary to the Board.

eff. 6/11/03

2.27 TREATED WATER

Water which has been processed to make it safe for human consumption.

eff. 6/11/03

2.28 WATER CODE

Refers to that portion of the California Codes dealing with appropriation and control of water, and the formation and powers of an irrigation district.

eff. 6/11/03

2.29 WATER MAIN

District treated water pipeline used for water distribution.

eff. 6/11/03

2.30 WATER SERVICE

Includes the availability of water to a premises through District facilities and any water supplied through such facilities.

eff. 6/11/03

2.31

WATER USER

Any person actually supplied with water service by the District.

eff. 6/11/03

2.32

WITHIN DISTRICT

Property lying within the District boundaries.

eff. 6/11/03

SECTION 3

GENERAL CONDITIONS OF WATER SERVICE

3.01 CUSTOMER COMPLIANCE

Each customer, by applying for or receiving water service from the District, agrees to be bound by and to comply with all Regulations of the District, as adopted from time to time by the Board.

3.02 CONTROL OF DISTRICT FACILITIES

All District facilities are under the exclusive control of the Board and its designated employees; and no other person shall interfere with, regulate or control any such facilities, or the water flowing therein, without authorization of the Board.

3.03 ALL WATER BELONGS TO DISTRICT

The District expressly reserves the right to recapture, reuse and resell all waters within the boundaries of the District. No water user acquires a proprietary right by reason of use.

3.04 PLACE AND USE OF WATER

Except with the prior written authorization of the District, no customer shall use, or permit the use of any water furnished by the District on any premises, or for any purpose other than that specified in the application for service, nor shall any customer resell any water furnished by the District.

3.05 WATER CONSERVATION

A water user who wastes water, either willfully, carelessly, or due to defective or inadequate private facilities, may be refused further water service until the user takes corrective action.

3.06 TITLE TO WATER DELIVERED

Title to water furnished by the District, the risk of loss thereof and full responsibility for the carriage, handling, storage, disposal and use thereof shall pass from the District to the water user at the service point from the District facility.

3.07 OUTSIDE DISTRICT WATER USE

No use of District water will take place outside the District, except when it is deemed surplus to the needs of the District and the Board has declared the water surplus and approved an agreement for its sale. No outside District water user acquires a proprietary right by reason of past use. Applicants must reapply for service every three years on metered accounts and once a year for non-metered accounts. Outside District user(s) located within the interior boundaries of the District shall not be permitted to upsize their service without expressed approval by the Board.

eff. 6/22/88

3.08 NON-LIABILITY OF DISTRICT

The District will exercise reasonable care and diligence to deliver a continuous supply of water to its customers. However, the District is not, and will not, be liable for any loss, damage, or inconvenience to any water user by reason of shortage, insufficiency, suspension, or discontinuance of water service, or the increase or decrease of water pressure. Each water user agrees to hold the District and its employees and agents free and harmless from liability and damages caused by such loss, damage, or inconvenience.

3.09 ENGINEERING SERVICES

All water users and applicants requiring special engineering, inspection and administration, relating to providing water service, as well as for relocation or modifications to District facilities, will compensate the District for such special services.

eff. 1/1/94

3.10 UPDATING SPECIFIC CHARGES

All specific charges provided for in these Regulations will be reviewed and updated, if found necessary, on a periodic basis. All reviews will be conducted on an actual cost of service basis to provide for the most equitable charges possible.

3.11 ADDITIONAL CONDITIONS CONTAINED IN APPLICATIONS

Applications for water service may contain additional conditions and requirements relating to service. By signing the application, the customer acknowledges compliance with those additional conditions, as well as these Regulations.

3.12 ENFORCEMENT OF REGULATIONS

The General Manager shall enforce the provisions of the Regulations and will provide explanations and information as may be necessary and proper in connection with the Regulations. The General Manager may also make minor modifications to all forms contained in Appendix B of these Regulations.

eff. 6/11/03

SECTION 4

TREATED WATER SERVICE

4.01 SUPPLEMENTAL DEFINITIONS

4.01.01 Fully Treated Water

Water receiving treatment that will meet all applicable state health standards for a treated water system.

eff. 6/11/03

4.01.02 Tank or Temporary Construction Water

Water utilized from a non-permanent service point normally drafted from a fire hydrant, for temporary purposes, such as for construction activities. Water may also be provided from the District's raw water system. This class of water is not to be used for domestic purposes, except in an emergency situation as determined by the District.

eff. 8/12/87; rev. 6/11/03

4.01.03 Commercial Use

All uses of water except those categories included as non-commercial use.

eff. 6/11/03

4.01.04 Non-commercial Use

All uses of water by individual residences, as well as by public agencies, schools, churches, and documented non-profit entities.

eff. 6/11/03

4.01.05 Conveyance Agreement

An agreement entered into by the District and a developer, as discussed further in Section 10.03.03, which provides for the installation and conveyance of certain facilities to be owned and operated by the District related to the treatment, transportation, distribution and/or storage of water and further specifies the capacity charge payable upon connection to such facilities.

eff. 6/11/03

4.01.06 Water Development Agreement

A written agreement between the District and developer relating to the installation of certain treated water system improvements or to special capacity charges. This term was utilized in referring to Board Resolution 74-55.

eff. 6/11/03

4.01.07 Standby Charge

A charge levied against a parcel which is not receiving treated water service from the District to compensate for the costs of maintaining and operating existing District facilities capable of serving the parcel.

eff. 6/11/03

4.01.08 Standby Factor

A retroactive standby charge from the date the pipeline was installed, or accepted by the District, to the date the parcel was divided.

eff. 6/11/03

4.01.09 Minimum Size Water Service

Considered to be a 5/8-inch metered treated water service.

eff. 6/11/03

4.02

STANDBY CHARGES

4.02.01 General

There shall be a charge, as shown in Schedule 4-A, to each parcel located in the District, which parcel is adjacent to, and has direct access to, a District treated water main which can provide a minimum size service. A parcel which is located so that a connection may be made to a District water main without necessity of obtaining any additional "non-District" easements or rights of access from any party will be considered as having direct access. The necessity of obtaining an encroachment permit or equivalent permission from the state or county division of government designated as controlling a roadway or easement, shall not prevent the levy of a standby charge. A parcel will be considered adjacent to a District water main when a principal part of the parcel's frontage has access to the water main as further discussed in Section 10.01.01(c) of these Regulations.

A court decree or proscription of the Department of Real Estate, Corporation Commission or other state or county body or official against using land for residential or commercial purposes shall not excuse such land from being subject to a standby charge as a parcel.

Upon the completion of a new treated water main, or acceptance of any treated water main by the District, the District will provide a written notice to owners of parcels having direct access to the new treated water main. Such notice will inform the parcel owner(s) of:

- (a) the opportunity to connect to the new treated water main for water service, and related cost for connection; and
- (b) the option to put off connection to the new treated water main, whereas, the parcel owner(s) will be subject to standby charges; and
- (c) the option to defer standby charges if the parcel has another source of water, in accordance with Section 4.02.04; and

If the parcel is connected to the new treated water main within six months following the notice, the parcel will not be subject to standby charges; alternatively, if the parcel has not been connected within six months, the parcel will be subject to standby charges.

If the parcel owner(s) postpone connection to the new treated water main more than six months following the notice, the District will issue a statement for payment of standby charges, in accordance with Section 6.01.03, and every six months thereafter until the parcel is connected to the main, unless a Standby Deferment Agreement is approved by the District.

rev. 03/14/12

4.02.02 Uncollected Standby

Prior to acceptance of an application for water service, any uncollected standby, whether or not billed, shall be collected. Standby charges are collectable from the date the parcel became adjacent to, and had direct access to, a District water main and as determined by past agreements and inception dates of the standby charge.

The standby charges paid by the owners of a parcel shall remain with and run with the parcel and may not be transferred or assigned except that the successor owner of the same parcel shall receive credit for all standby charges paid by predecessor of the same parcel.

4.02.03 Parcel Divisions

If a parcel shall be divided into two or more parcels adequately fronting a District water main, for the purpose of this provision, each division of the larger parcel shall be entitled to credit for its ratio of the total standby charges previously paid by the larger parcel. The ratio shall be the number one over the number representing the total number of parcels existing after the division. The standby charge shall be calculated as if the parcels formed by the division shall have existed on the date the pipeline was installed or accepted by the District.

If there is an existing metered service prior to the division of a parcel, there is no credit given to the new parcels created that have no water service.

The standby factor may be deferred until the water service is requested.

4.02.04 Properties Having Another Source of Water

A parcel which is subject to a standby charge, but which has a well prior to installation of the District water main, may defer the standby charge upon District approval of a Standby Deferment Agreement. Should water service be requested at a later date, back standby charges will be collected from the date the parcel became subject to a standby charge, plus a Deferment Charge (not to exceed \$8.00 per year, and prorated for partial years).

rev. 03/14/12, eff. 9/15/95

4.02.05 Variances Granted by the Board

When a system extension variance is granted by the Board, as discussed in Section 10.08, a standby charge from the date the District main was installed or accepted by the District shall be paid prior the District's acceptance of the application for water service for that parcel.

4.03 WATER SERVICE REQUEST

4.03.01 Route Slip

As a first step in receiving water service, an applicant must fill out Form 4-A, Request for New Treated Water Service, Information Route Sheet, or Form 4-B, Request for Transfer of Treated Water Service, Information Route Sheet.

4.03.02 Application

If water service is available to the parcel, as determined by the District, the owner will be required to sign a formal application Form 4-C, except as noted in Section 4.03.03, and pay the appropriate connection fee and any other fees and/or deposits that are payable under these Regulations. Applicants for tank or temporary construction water need to fill out Form 4-D and do not go through the route sheet procedures.

4.03.03 Exception to Signed Application

In order to continue water service to properties that are owned by Federal National Mortgage Association (FNMA), an authorized representative may sign the application for water service in lieu of FNMA. \$150.00 must be paid on the account to be applied against the water service charges and the account must be kept current.

eff. 2/22/95; rev. 6/11/03

4.04 CONNECTION FEES

4.04.01 General

The connection fee is made up of two components; the meter installation charge and the capacity charge. As discussed further in Section 4.04.03, the actual capacity charge for a particular water service may vary based on prior agreements covering the service.

4.04.02 Meter Installation Charge

This charge is shown in Schedule 4-A and compensates the District for the cost of installing a meter and related piping and appurtenances at a District specified location. Customers requesting an alternate location of a meter assembly other than that specified, if approved, may be charged additional costs as provided in Section 4.06.02.

rev. 01/26/05

4.04.03 Capacity Charge

The capacity charge represents the customer's share of capital costs associated with the District's treated water system. Cost components are included for the treatment plant, storage tank and transmission pipelines and are based on the anticipated capacity requirements of a water service. These charges are non-refundable if service is terminated at a later date.

Capacity charges are shown in Schedule 4-A; however, in the case of water services covered by conveyance agreements or water development agreements, special capacity charges may be indicated. All water development agreements based on Board Resolution 74-55 provide for no capacity charge for a minimum size water service since the original developer had paid these charges, or installed the necessary water system improvements as part of the development. (The term "water development agreement" is no longer utilized in writing agreements.)

4.05

WATER PRESSURE

4.05.01 Variations of Water Pressure

Due to the foothill terrain predominating District treated water service areas, large variations of pressure can occur along a short stretch of any water main. Under normal conditions, the District attempts to maintain a minimum pressure of 20 pounds per square inch (psi) at its water main. It is the customer's responsibility to provide adequate size service lines on the customer side of the meter assembly, as well as any pumping facilities needed to compensate for water pressure losses between the meter assembly to the point of water use.

4.05.02 Low Pressure

If the District determines that a new service point would provide a normal pressure of less than 20 psi at the District's water main, the customer will be informed of the low pressure situation at the time of application. The customer will be required to acknowledge in writing that a notification was received prior to District approval of the application.

4.05.03 High Pressure

If the District determines that a new service point may provide pressure in excess of 80 psi at the District's water main, the customer will be notified of the high pressure at the time of application and that the installation of a pressure-reducing valve, along with a pressure relief valve, may be advisable. The customer will be responsible for installation and maintenance of the valves.

The District will provide the installation of a pressure-reducing valve at no cost to the existing customer where actions by the District cause an increase in the normal sustained operating pressure in the water main to exceed 80 psi. Upon installation, the pressure-reducing valve becomes the property and responsibility of the customer.

4.05.04 Excessive Pressure Variations Caused by Customer's Equipment

A customer shall not install any pump, quick closing valve, or other equipment or devices which cause excessive pressure drops or surges in the District's water system. Violation of this

regulation will be cause for immediate termination of service. The customer will be liable for all damages to District facilities resulting from the installation of any such equipment.

4.05.05 Water Heaters

Water heater installations should be made in conformity with the applicable plumbing code. In addition, customers with back flow protection devices or pressure reducing valves installed as part of their water service should consult with a professional plumber for advice on thermal expansion safeguards.

The District will not be responsible for the safety of domestic or commercial water heaters, boilers or tanks on the premises of any customer.

eff. 6/11/03

4.06 METER INSTALLATIONS

4.06.01 General

In order to equitably distribute, conserve and limit capacity in the District's water system, all treated water services will be metered in a manner meeting District approval. The District will own and maintain the meter assembly to and including the customer's service valve located on the customer's side of the meter.

4.06.02 Location

The District reserves all rights in determining the location of metered services. The location of the water meter shall be determined by the District prior to accepting application for service. The location will be based on the most economical installation and providing proper access for meter reading and maintenance. Customers requesting an alternate location, if approved, shall pay all costs associated with installing the meter assembly and related piping and appurtenances based on the District's cost estimate, but not less than the charge shown in Schedule 4-A.

Rev. 01/26/05

4.06.03 Parcel Requirements

Each parcel of land being served treated water must have at least one meter connection. A meter connection may not be used to serve two or more parcels. An exception to the above is the use of one meter connection to serve a green belt area common to several parcels which contain commercial type development. In this case, the owners of the parcels being served must either form an association or assign a trustee who is responsible for the upkeep of the common area and responsible for paying water use charges. Each of the parcels involved in the green belt area must have its own meter connection for water uses other than service to the green belt area.

In certain instances the District, at its sole discretion, may permit a single parcel to have more than one meter connection. Examples include a shopping center with varied tenant water requirements or two residences located on one parcel. The District may require parallel meter assemblies with downstream valved interties for certain customers who are sensitive to water outages caused by periodic maintenance or testing of the meter assembly.

4.06.04 Extent of Service Through Meter

The District provides metered service by using two different concepts, individual meters and master meters.

Individual meters are used for residential, commercial and industrial parcels and lots as well as townhomes, residential condominiums and mobile home subdivision lots. In general, individual meters are placed along the street frontage of each parcel at lot corners. In the case of individually metered condominiums and townhomes, the meters are placed in the general vicinity of each cluster of units in a manner acceptable to the District and the onsite waterlines leading to the meter complexes are conveyed to the District for ownership. Separate meters are required for green belt and common use areas in these types of developments.

Master meters are used for apartment buildings, mobile home parks, motels, hotels, campgrounds, hospitals, skilled nursing facilities and board and care facilities. Master meters are generally placed along the project's frontage near the District's water main in a manner meeting District approval. In certain instances, the District may require conveyance and ownership of

water mains located inside the project in order to properly serve areas lying beyond the project or to provide for future looping of the District's water distribution system. In these cases, master meters may be placed along the interior of the project in the general vicinity of the main building clusters in a manner meeting District approval.

Condominiums developed for office, professional, commercial, or industrial uses may be metered individually or by a master meter at the discretion of the owner. If a master meter is selected, an association or trustee must be assigned the responsibility for paying all water use charges.

The metering concepts discussed above shall also apply to the conversions of existing buildings. As an example, conversions of a building to residential condominiums will require a meter for each unit.

From time to time, new state and county statutes may be adopted allowing for new types of developments. The metering concept to be used, either master meter or individual meters, in cases of types of developments not specifically discussed in these Regulations, will be determined by the District on a case-by-case basis.

eff. 6/11/03

4.06.05 Sizing

The customer will make the basic determination as to the size of meter required; however, the District reserves the right to approve the size of service allowed.

Services to individual homes are normally limited to 5/8-inch or 3/4-inch size.

4.06.06 Customer Responsibilities

The customer is responsible for the acquisition and maintenance of any required easements or permits; the installation, maintenance and operation of the private service pipeline and

appurtenances thereof located on the customer's side of the service valve. See additional responsibilities as outlined in Section 4.14 of these Regulations.

The customer must ensure that no landscaping, encroachments or any other form of property improvement shall be so placed as to cause a hindrance to the access between the road or street and the meter service box. Hindrance of District access to the meter may cause water service to be cut off. The customer's plumbing shall be connected to the meter box in a manner that will not hinder the maintenance or reading of the meter.

4.06.07 Frequency of Meter Readings

In general, meters shall be read on a bimonthly basis. As it is not always practical to read meters at equal intervals, the period between reading dates may vary and still be considered two months for billing purposes.

Special readings will be made on commencement and termination of service and as required by special circumstances.

rev. 04/25/06, 09/12/07

4.06.08 Non-registering and Unreadable Meters

If a meter fails to register or cannot be read due to circumstances beyond District's control, such as snow cover, consumption shall be estimated based on prior usage or in the event there is not sufficient prior history, from any water usage information available.

Where a meter cannot be read without undue difficulty because of an obstruction, the customer will be notified and requested to correct the condition. If the condition is not corrected by a given date, the District will remove the obstruction at the customer's expense.

4.06.09 Testing Meters

The District will test the accuracy of any of its meters upon the request of a customer, who will deposit the cost of such test as shown in Schedule 4-B.

The customer may, if he desires, witness the test. If a meter is found to be working improperly, it will be repaired or replaced by the District. If it is determined that the meter is registering more than five percent over the actual quantities passing through it, District will return the deposit for the test and adjust the billing. The period covered by the billing adjustment shall not exceed the preceding six months. If the meter registers within the limit of error specified above, the test deposit will be retained by the District.

4.07 CHANGE OF EXISTING SERVICE

4.07.01 Upsizing

When a customer requests an existing metered service to be upsized and no modification work will be required outside of the meter box, the customer cost for said service shall be the difference between the smaller and larger meter installation and capacity charges, as shown in Schedule 4-A, plus an additional charge to cover labor costs as shown in Schedule 4-B.

When work outside the meter box is required, such as a new service line or tap, the customer cost will be the full amount of the larger size meter installation charge and the difference between the meter size's capacity charges, as shown in Schedule 4-A.

eff. 6/11/03

4.07.02 Downsizing

A charge, as shown in Schedule 4-B, will be made to cover labor cost. In these cases, no modifications would be made outside of the meter box. No refund of meter installation or capacity charges will be given.

4.07.03 Relocating

Any relocation of District meters and/or service laterals will require approval by the District. Customers requesting the relocation of an existing meter shall pay all costs associated with the

relocation based on the District's estimated cost, except that the customer shall not be charged less than the stated fee for the following standard relocations:

(a) Customer requested relocation of a meter assembly involving a meter size of 3/4-inch or less, a relocation distance of no more than 15 feet horizontally and/or 2 feet vertically, and not requiring a new tap to the water main nor other extra ordinary effort will be accomplished for the fee as shown in Schedule 4B (Relocating).

(b) Customer requested relocation of a meter assembly involving a meter size of 3/4-inch or less, requiring a new tap on the water main, the installation of no more than 15 feet of new service lateral between the water main and the new location of the meter, and not requiring any other extra ordinary effort will be accomplished for the fee as indicated on Schedule 4A for installation charges, which pertains to the size of each meter involved in the relocation.

eff. 12/12/90; rev. 6/11/03; rev. 1/26/05

4.08 WATER RATES

All water rates are determined on a cost of service basis and are normally adjusted once a year. Water Rate Schedules 4-E through 4-L have been developed based on such factors as use of water, type of customer, treatment level and location of user.

eff. 7/11/90; rev. 3/26/04

4.09 OFF RATE

All customers who have their services shut off are subject to the off-rate charges shown in Schedule 4-I.

eff. 7/11/90; rev. 1/26/05

4.10

NON-BENEFICIAL USE OF WATER ADJUSTMENT

An adjustment for non-beneficial use of treated water may be granted by the District per parcel, per owner, if the usage during the period is at least 2.5 times the usage for a comparable period of normal use. Not more than one adjustment, based on this section, shall be allowed to the same owner within a ten-year period. Request for adjustment must be made in writing by the property owner. Form 4-E is used to calculate the adjustment.

eff. 10/10/84

4.11

WATER AVAILABILITY LETTERS

4.11.01

General

Upon receiving a written request, the District will issue a letter giving the current status of water availability to a project or parcel of land. This letter will state, in general terms and without making a commitment to serve the project, whether the project is within the District's boundaries, or within the various treated water system plan boundaries, and if capacity is currently available and under what conditions. The District will attempt to identify any potential problems that may be associated with making water available to the project (i.e. such as possible high or low pressure).

eff. 6/11/03

4.11.02

Administrative Processing Fee

An administrative processing fee of \$50.00 shall be charged for water availability letters that require review by staff. This fee shall not apply for letters prepared for parcels with existing water or standby accounts. This fee may be waived if it is determined to be in the best interest of the District that the letter be issued.

eff. 12/12/90

4.12

WILL SERVE LETTERS

4.12.01 General

A written request for a commitment of specific capacity to a project or parcel of land may be made to the District. A Will Serve Letter, however, will not be issued to any project requiring a county or city use permit, general plan or zoning change, or tentative map until the appropriate agency has conditionally approved the project. If issued, these letters may have specific time limits and will identify any conditions relating to providing water service as well as those items covered in a water availability letter as discussed in Section 4.11.

4.12.02 Extension Not Required

The owner of property not requiring an extension of the treated water system and otherwise qualifying for service by paying a standby charge may receive a Will Serve Letter covering a minimum size water service. No time limit will be stated in the letter unless a larger than minimum size service is requested. A commitment for an upsized service or additional services may be made by the District for a period of six months from the letter issuance date. This commitment terminates at the end of this period if the water service application process is not completed and all applicable fees and charges paid.

4.12.03 Extension Required

The owner of property requiring an extension of the treated water system and qualifying for water service pursuant to these Regulations, may receive a Will Serve Letter from the District. In order to maintain the capacity commitment, preliminary improvement plans meeting the requirements of the District and payment of the plan check and inspection fee deposit must be received by the District within six months of the date of issuance of the letter. Within one year of letter issuance, a conveyance agreement must be entered into.

4.13**OUTSIDE DISTRICT TREATED WATER SERVICE**

The District shall provide treated water to existing outside District customers on a surplus basis only. This service will be for a maximum of three (3) years, at which time a renewal of the water application will be required. District will not accept new treated water service connections if the lands to be served lie outside the District Boundaries.

The District will not allow an off-rate charge as discussed in Section 4.09 of these Regulations. If service is requested to be turned off, the meter will be removed and the right for service terminated until such time as the lands are annexed into the District and the then current connection fees or other changes are paid.

eff. 7/9/86

4.14**PRIVATE PIPELINES****4.14.01 General**

In earlier years, prior to adoption of these Regulations, the District allowed treated water service through a private pipeline that served two or more customers. Meter assemblies were subsequently installed by the District on these private pipelines to provide accountability of water use to each individual customer. In these instances, the property owners receiving water service off the private pipeline are responsible for the acquisition and maintenance of any required easements or permits, as well as the maintenance and operation of the pipeline and appurtenances thereof. The meter assembly, as discussed in Section 4.06.01 of these Regulations, will remain the property of the District.

In certain instances, the District may participate in the replacement of private pipelines with District-owned water mains. See Section 10.09 of these Regulations.

4.14.02 Leakage

If the District determines that a private pipeline has leakage, the property owners receiving water via the private facility will be notified that repairs must be made within a time period, as determined by the District, or water service will be discontinued. In addition to the above, District reserves the right to prorate and bill for the estimated leakage to each of the property owners served off the private pipeline. The District may also, at its option, install a master meter at the head of a private pipeline that serves two (2) or more properties and prorate the cost of the unaccounted lost water to each property owner.

SECTION 5

RAW WATER SERVICE

5.01 SUPPLEMENTAL DEFINITIONS

5.01.01 Raw Water

Untreated water to be utilized for purposes other than human consumption.

5.01.02 Seasonal Irrigation Service

Water delivered from approximately April 15 and ending approximately October 14, unless otherwise determined by the Board. Dates may vary to meet individual crop needs or maintenance of District facilities.

eff. 6/11/03

5.01.03 Winter Water Service

Water delivered approximately October 15 and ending approximately April 14, unless otherwise determined by the Board.

eff. 9/25/91

5.01.04 Annual Raw Water Service

Deliveries made year round at rates of flow that may differ between the irrigation and the winter seasons. No new accounts are accepted for this category of service.

eff. 5/24/89

5.01.05 Intermittent Flow Service

Water delivered which cannot be supplemented by an auxiliary supply from the District, and in District's opinion cannot be considered a firm supply.

5.01.06 Fall/Stock Water

A service available during the period from October 15 to December 1, both dates inclusive. This service will only be provided when and where District has available water and is secondary to seasonal or demand water.

eff. 12/12/90

5.01.07 Demand Water Service

Water requested for a predetermined period. This service will only be provided when and where District has available water in excess of requirements for seasonal water.

5.01.08 Tank or Temporary Construction Water

Water utilized from a non-permanent service point for temporary purposes such as for construction activities. This class of water is not to be used for domestic purposes.

eff. 8/12/87

5.01.09 Miner's Inch (M.I.)

Term used in water measurement. By California statute, one miner's inch equals 1.5 cubic feet per minute, or 11.22 gallons per minute.

5.01.10 Rotation

A method of delivering water where two or more customers of close proximity receive water on a predetermined schedule. The amount of the delivery must balance to the constant flow of the purchase.

5.01.11 Surplus Water

Water which is surplus to the needs of lands within the District boundaries.

5.01.12 Closed Raw Water Integrated Conduit System

Any District or privately owned closed conduit facility, i.e., pipeline, which is utilized to convey raw water and has more than one service connection being used for annual deliveries.

5.01.13 Service Outlet

A service connection intended to divert, deliver and measure water to a customer.

5.01.14 Mutual Water Company, Special District, or Entity

Any entity legally organized for the purposes of distribution and purchase of water to specifically identified parcels of land.

eff. 6/11/03

5.02 WATER SERVICE REQUEST

5.02.01 Route Slip

As a first step in receiving a new water service, an applicant must fill out Form 5-A, Raw Water Service, Information Route Sheet. Applicants for an intermittent flow service do not need to fill out this form.

5.02.02 Application

If a water service is available to the parcel, as determined by the District, the applicant will be required to sign a formal application as discussed hereafter and pay the appropriate installation charges, plus any other fees and/or deposits that are payable under these regulations.

- (a) Seasonal Irrigation Service. New Owner must sign Form 5-B and have it on file at the District's office on or before April 1 in order to ensure a supply of water for the

current irrigation season. Applications for service are effective until there is a change in ownership.

eff. 03/11/98

(b) Winter Water Service. Applicant must sign Form 5-B.

(c) Annual Raw Water Service. Transfer applications for existing annual raw water service will be made on Form 5-C. No new applications will be accepted. Annual accounts turned off at the customer's request, or for non-payment, will be transferred to a seasonal account.

eff. 5/24/89

(d) Intermittent Flow Service. Applicant must sign Form 5-D. Water sales will be established in acre-feet by District through pump ratings, sprinkler flow, actual diversions, acreage irrigated or any combination of these methods as may be deemed appropriate to determine the amount of water to be used.

(e) Fall Water Service. Application shall be made on Form 5-B, available at District office.

eff. 12/12/90

(f) Demand Water Service. Application for service shall be made on Form 5-B and should be made at least five days before service is required.

(g) Tank or Temporary Construction Water. Application shall be made on Form 4-D.

(h) Surplus Water. Application for use of water outside the District boundaries shall be by agreement on Form 5-E and must be on file at the District's office on or before April 1 of each year in order to be considered for a supply of water for the current irrigation season. All applications for surplus water are subject to Board approval.

(i) Rotation. Applications must be received by April 1, in order that schedules for rotation delivery can be developed prior to commencement of irrigation season. If an equitable rotation schedule cannot be reasonably developed due to changes in water purchases, or property owners not returning applications on a timely basis as indicated above, District, at its discretion, may order that the water be delivered on a continuous flow basis. Applications for rotation delivery received after April 1 will be delivered water on a continuous basis for the season.

5.02.03 Cancellation

Upon request of the customer, cancellation of the current seasonal irrigation service may be made during any time of the season, either in whole or in part. The quantity of such seasonal irrigation water delivered shall be charged on a pro-rated basis up to the date of cancellation and a service call fee, as shown on Schedule 7-A, shall be charged.

eff. 7/12/89; rev. 6/11/03

5.02.04 Early Application Discount

Applications for seasonal irrigation service received on or before April 1, together with full payment, shall have a 5% discount on their charges. This discount shall not apply to those types of entities referred to in Section 5.08.

eff. 3/10/93

5.02.05 Change in Seasonal Irrigation Service

During the irrigation season, charges for requested increases or decreases may be prorated with the addition of a service call charge as shown on Schedule 7-A.

eff. 12/11/94

5.03

WATER USE EXCLUSIONS

5.03.01 Integrated Raw Water Conduit

Applications for water service will not be accepted from a closed raw water integrated conduit system where said service is proposed to be used for annual deliveries.

5.03.02 Fish Cultivation

The District will not sell water to cultivate and/or sustain fish life.

5.03.03 Water Use for Residential Purposes

The Federal Safe Drinking Water Act definition of a Public Water System (PWS) includes the District's raw water delivery system. Guidelines implementing the definition of a PWS prohibit the District from providing raw water for human consumption. Therefore, use of raw water for drinking and cooking is excluded for all customers, unless processed by an approved home treatment facility as provided in this section.

(a) Applications For New Water Service

The District will not accept new applications for raw water service where the proposed water use is for residential purposes, regardless of the applicant's intent to use bottled water, hauled treated water, or provide a home treatment facility. No applications will be accepted for annual raw water service.

(b) Water For Drinking or Cooking

Existing District raw water customers not using a well or spring for all drinking and cooking needs must be connected to a Public Water System, use bottled water or hauled treated water, or use water processed by an approved home treatment facility.

(1) Bottled or Hauled Treated Water

Bottled or hauled treated water used for drinking or cooking must be delivered to the parcel(s) by a commercial distributor who has agreed, in writing, to District conditions.

(2) Home Treatment Facility

A home treatment facility used to produce water for drinking or cooking must be approved by the Department of Health Services. The facility must be operated, maintained, and monitored by the District or its agent, under contract with the owner.

(c) Cost and Expense

All costs for providing water for drinking and cooking, including District costs, will be at the owner's expense.

eff. 03/22/00

5.04 SERVICE OUTLETS

5.04.01 General

All service outlets will contain a means of measuring the amount and/or flow rate of water delivered to a customer. Except as otherwise indicated in these Regulations, water sales will be measured in miner's inches.

5.04.02 Location

The District shall have the sole discretion and authority on the final selection of the location for raw water service outlets. This site selection prerogative shall pertain to services from raw water pipelines, open canal facilities and, where applicable, certain natural randoms or streams. The outlet location shall be determined prior to District accepting an application and collecting the installation fee. The following shall be used in location of service outlets:

(a) The District shall endeavor to accommodate the customer in selecting the location. However, the District must give consideration in the selection of the point of service to the integrity of the hydraulics in the conveyance system. Any location which will create undue expense for operation and maintenance of the system or will create unacceptable distortion to the hydraulics of the facility or stream will not be permitted by the District.

(b) Any service outlet location for a raw water service which will require additional appurtenances such as a special measuring structure, check structure or screening device in order to ensure water delivery for the service point, shall be constructed by the District at the sole cost of the applicant, in accordance with District standards.

(c) Where approved, the amount of the purchase from natural randoms or streams, supplied by the District, shall be sales of no less than one (1) miner's inch of water. The District, through pump ratings, sprinkler flows, actual diversions, or any combination of the above methods, will determine the amount of purchase.

Changes in purchase amount of irrigation water will be allowed only after field review by the District Staff, and a determination made that a change is in order. Inspections of the services from natural randoms or streams will be made by the District to insure that the amount of water purchased is in compliance with the seasonal application.

eff. 7/9/86

(d) There shall be no new services located on the following types of facilities since they shall be utilized for storage and transmission purposes only: inverted or standard siphons, except where approved centralized service manifolds have been established, drop pipes or chute flumes, elevated flumes or pipes, penstocks, or reservoirs.

eff. 6/22/88

(e) In some instances, due to the canal size and the irrigation water demands, the service box outlet will only be installed during the non-irrigation season.

5.04.03 Installation Charges

These charges for a standard installation are shown in Schedule 5-B and are due at the time formal application is made. The cost of additional appurtenances, if required, will be added to the standard installation charges.

5.04.04 Multiple Service Outlets

More than one point of service may be permitted by the District for delivery of the customer's entitled water, provided the customer will take the water in a manner acceptable to the District. An additional outlet, or outlets, will be installed by the District at customer's expense, including installation as shown in Schedule 5-B and annual charges as shown in Schedule 5-C. If the customer fails to comply with conditions prescribed by the District, the use of an additional box, or boxes and/or water service may be discontinued.

5.04.05 Removal

A service outlet will be removed at the expense of the District after notification by the property owner on Form 5-F, provided by the District. Once an outlet(s) has been removed, re-establishing water service shall be in accordance with these Regulations, including the appropriate installation charges.

On outside District accounts, the service outlet will be removed if water is not purchased every other year. If an application for service is not received by April 1 of the second year, the property owner shall be notified in writing that, if water is not purchased within 30 days of the date of notification, the outlet shall be removed and the account deleted.

eff. 1/1/89

5.04.06 Account Charges

Until such time as an outlet is removed, an annual charge as shown in Schedule 5-C will be collected with or without the purchase of water. This charge does not guarantee or imply that raw water will be available at a future date for an inactive account.

eff. 1/1/89

5.04.07 Relocation

Relocation of an existing raw water service outlet will be accomplished as outlined under Sections 5.04.01 and 5.04.02 and will be done for the new service outlet installation charge as shown in Schedule 5-B.

eff. 5/27/87

5.05 WATER RATES

All water rates are determined on a cost of service basis and are normally adjusted once a year. Water Rate Schedules 5-C through 5-R have been developed based on such factors as location, billing period and reliability of water flow.

eff. 6/11/03

5.06 PRIVATE FACILITIES

5.06.01 Use Of

Upon approval of the District, private facilities may be used to transport and distribute raw water provided that the facilities are in good repair, will not cause excessive water losses, and are adequate in capacity to serve additional water. The District will construct and maintain, at the head of private facilities, such controls as diversion structures, gates and/or measuring devices as necessary to control water flow, purchased by owners of the private facilities. The District will

not provide service through a private facility without first receiving approval from the owners of the private facility on Form 5-G provided by the District.

See Section 2 of these Regulations for further clarification on the use of private facilities.

eff. 6/11/03

5.06.02 Operation and Maintenance

District responsibilities for operation and maintenance ends at the beginning of the private facilities.

5.06.03 Excessive Leakage

If the District determines that a private facility has excessive leakage, the facility owner(s) will be notified that repairs must be made within a time period, as determined by District, or water service will be discontinued.

5.06.04 Non-payment of Accounts

Customers receiving raw water from a private facility serving two or more customers, shall have the amount of water reduced at the head of the private facility for non-payment of their accounts.

The District will not in any way be responsible for insuring that water is received by the paying customers on the private facility.

eff. 10/11/89; rev. 6/11/03

5.07 HYDROELECTRIC DEVELOPMENT

5.07.01 Natural Streams

Pursuant to Water Code Section 22280, the District will collect from a hydroelectric power producer with a rated plant capacity of 100 kilowatts or more, desiring to utilize District water

flowing in a natural stream or waterway, a charge for the use of said water. The charge will be determined by multiplying ten percent of the standard weighted average price, as published by Pacific Gas and Electric Company pursuant to California Public Utilities Commission Decision Number 91109, by the energy produced by District water. If the charge, as determined above on an annual basis, is less than the standard weighted average price multiplied by 5,000 kwhs, the latter will be collected as a minimum charge for that particular twelve-month period.

Each water sale for power generation purposes will be covered by an agreement, signed by the power producer and approved by the Board. Articles of the agreement will cover insurance requirements, method of measuring District water and power produced, payments to District, hold harmless considerations, agreement termination, protection of District water, continued water use qualifications and other items deemed necessary by the District.

eff. 6/11/03

5.08 MUTUAL WATER COMPANIES AND SPECIAL DISTRICTS

The District will sell agricultural water to mutual water companies, special districts, or other entities at its service point in accordance with these Regulations and providing the following conditions are met:

(a) Prior to approval by the Board, the developer must first meet the requirement of Section 11.01.03 of these regulations which provide for the orderly development and extension of the District's raw water system.

(b) The following documents have been filed with the District: The Articles of Incorporation for a mutual water company, or rules and regulations, or bylaws of the mutual water company, special district, or other entity. The current list of property owners with map showing boundaries and water system and the name and telephone number of a contact person who is to be responsible for the distribution of water within these boundaries.

(c) Board approval of the entity, mutual water company or special district prior to the sale of water.

(d) Prior to March 15 of each year, submission of a written request for water containing the following information: Amount of water desired, county parcel numbers of the land on which crops are to be raised, type of crop, and acres irrigated.

Water sold under this policy is to be used only for agricultural use. It shall be the responsibility of the mutual water company, special district, or other entity to obtain any necessary licenses or permits from the County, State, or other such agencies as may be required to place the water to any other use.

If the primary use of district water sold under this policy is for any purpose other than the irrigation of crops, this policy will not prevail.

(e) A 15% administrative fee will be charged to mutual water companies, special districts, or other entities.

This fee will cover the cost of special handling of these accounts by the District to ensure that the mutual water company, special district, or other entity is in compliance with these Regulations. If a mutual water company, special district, or other entity elects to continue its registration with the State of California, then this administrative fee will not apply.

(f) All mutual water companies, special districts, or other entities who purchase water from the District for agricultural purposes only will be required to pay for their water in full prior to April 1 each year.

eff. 12/12/90

5.09

PRORATION OF CAPACITY

When deemed necessary, due to lack of available capacity in District facilities, the Board may order that the available capacity be prorated. Proration shall be on an acreage basis, with the water sale rounded to the closest sale increment as shown in Schedule 5-G.

Due to the lead time required to prepare the tabulation for proration, and unless otherwise provided, a minimum of 90 days lead time shall be allowed prior to instigating a proration schedule. Any proration schedule that is adopted shall remain in effect for a minimum of 180 days, unless ordered otherwise by the Board. Any property owners choosing not to purchase and use any or all of their prorated share shall advise District. The unused shares shall be prorated and distributed among those property owners requesting additional water.

When ordering proration, the Board may take into consideration water usage based on the following priorities: (1) Residential and stock water, (2) Orchards and perennial crops, (3) Pasture and annual crops, (4) Garden and row crops, and (5) other.

5.10

WATER AVAILABILITY LETTERS

5.10.01 General

Upon receiving a written request, the District will issue a letter giving the current status of water availability to a project or parcel of land. This letter will state whether the project is within the District's boundaries, the project's entitlement to a prorated share of water, nearest raw water conduit, and will attempt to identify any potential problems that may be associated with making water available to the project. These letters will generally be effective for a one-year period from the date of issuance.

5.10.02 Administrative Processing Fee

An administrative processing fee of \$50.00 shall be charged for water availability letters that require review by staff. This fee shall not apply for letters prepared for parcels with existing

water or standby accounts. This fee may be waived if it is determined to be in the best interest of the District that the letter be issued.

eff. 12/12/90

5.11 RAW WATER OUTAGE ADJUSTMENT

When major rehabilitation or emergency work is required on a District raw water facility and a customer is affected by a continuous water outage for more than two (2) consecutive weeks, excluding weekends, that customer may request and receive an account adjustment.

The adjustment will be calculated by multiplying the number of outage days beyond the initial two (2) week period by the average daily water charge for the customer's size of service.

eff. 3/26/86

5.12 DROUGHT CONTINGENCY PLAN

Under drought conditions, the District adopted a Drought Contingency Plan on December 9, 1992. In order to provide for demand reduction goals for water supplies, deliveries will be based upon a schedule from April 1st Forecast in acre feet.

The Drought Contingency Plan will be followed according to its plan for maintaining a goal of 70,000 acre feet of water from water season to water season for carry over storage and for the health and safety of the District's domestic and agricultural water users.

The plan is described in the District Board and Management Policy Manual.

eff. 6/11/03

SECTION 6

RENDERING AND PAYMENT OF BILLS

6.01 TERMS OF PAYMENT

6.01.01 Treated Water and Annual Raw Water

All water charges are due and payable on issuance of the statement.

If not paid:

4 weeks from issuance – a notice of termination of service will be included with the bimonthly billing.

6 weeks from issuance – a turn-off notice shall be issued and a charge as shown in Schedule 6-A, shall be made for serving such order.

7 weeks from issuance – service may be turned off.

A charge, as shown in Schedule 7-A, shall be made for turn on.

8 weeks from issuance – a late payment penalty at the rate of 1 ½% per month, shall be added hereto.

eff. 6/93; rev. 6/11/03, rev. 8/10/05, rev. 09/12/07

6.01.02 Seasonal Irrigation Service

(a) Inside District Applicants. One-third of the total charges are due by April 1 or prior to receiving water. If there is a new owner, payment is due with the application.

eff. 03/11/98

One-third of the total charges due June 15, and if not paid by July 15, a notice of termination of service shall be mailed and a ten percent late payment penalty shall be added. If payment is not received by July 22, service may be turned off.

One-third of the total charges due August 15, and if not paid by September 15, a notice of termination of service shall be mailed and a ten percent late payment penalty shall be added. If payment is not received by September 22, service may be turned off.

A charge, as shown on Schedule 7-A, shall be made for turn-on.

(b) Outside District Applicants. One-third of the total charges to be paid with application.

One-third of the total charges due June 15, and if not paid by July 15, a notice of termination of service shall be mailed and a ten percent late payment penalty shall be added. If payment is not received by July 22, service may be turned off.

One-third of the total charges due August 15, and if not paid by September 15, a notice of termination of service shall be mailed and a ten percent late payment penalty shall be added. If payment is not received by September 22, service may be turned off.

A charge, as shown on Schedule 7-A, shall be made for turn-on

(c) Delinquencies. Applicants who are delinquent in the payment of water charges shall pay charges prior to District's acceptance of application for subsequent seasonal irrigation service or make satisfactory agreement with District for payment of same. An additional ten percent late payment penalty shall be added to all seasonal irrigation water accounts remaining unpaid on February 15.

eff. 6/11/03

6.01.03 STANDBY

All standby charges are due and payable on issuance of the statement. Standby charges are delinquent four months after issuance and may be transferred to the County Tax Rolls for collection.

eff. 6/11/03

6.02 MULTIPLE ACCOUNTS

Combining of two or more seasonal irrigation services for reduced rate purposes will be permitted when any of the following conditions are met:

(a) Applicant owns a single parcel of property and requires more than one seasonal irrigation service from different District facilities in order to serve this one parcel.

(b) Applicant owns more than one parcel or property which is served from the same canal system and operated as a single farming unit; and seasonal irrigation service is purchased for each parcel under separate applications. Property must be owned and listed on the county assessor's roll under the applicant's name.

eff. 5/27/87

6.03 BILLING TO THE AGENT/RENTER

Direct billing to the agent/renter can be made upon receipt of a written authorization from the property owner that the agent/renter has been designated as the agent of the property owner. If the owner desires a duplicate of the water statement which is sent to the agent/renter, a handling charge as shown in Schedule 6-A, will be applied.

6.04**NON-PAYMENT OF ACCOUNTS**

Charges for water and other services, including penalties and supplemental charges, which are delinquent at the time specified for the delivery of outstanding charges to the county tax collector, may be added to and become a part of the annual assessment levied to the land upon which the service was rendered.

The District may refuse service to any land if outstanding charges for services already rendered such land are delinquent. (Section 22282.1 of the California Water Code)

The District may, under the provisions of Section 25806 of the California Water Code, record a lien on any or all lands owned or subsequently acquired by the person liable for such charges.

6.05**SECURITY DEPOSITS**

The District may charge a security deposit, as shown in Schedule 6-A, for all outside District customers and for all inside District commercial accounts.

A simple interest of 5 ½% per annum shall be accrued on all security deposits effective January 1, 1981.

Deposits from commercial accounts shall be held for a period of one year. At the end of that period, the deposit plus interest may be applied to the account or refunded provided the account has been paid on a timely basis. Should a turn-off order be issued due to non-payment, a deposit equal to twice the highest bimonthly bill shall be required before the service can be turned on.

Deposits from outside District customers, providing the account has been paid on a timely basis, are held for a period of one year. At the end of that period, the deposit plus interest may be applied to the water account and the balance, if any, shall be refunded.

eff. 8/12/87; rev. 6/11/03, rev. 09/12/07

6.06 RETURNED CHECKS

Checks returned by the bank unpaid shall be returned to the account. A return check fee, as shown in Schedule 6-A, shall be added to the water account and any other bank charges that may be assessed due to the returned item.

eff. 2/13/85

6.07 DISCONTINUANCE OF SERVICE

6.07.01 Non-payment of Bills

Water service may be discontinued if a bill for services rendered has not been paid within the time prescribed by the District.

6.07.02 Noncompliance with the District's Regulations

If a customer fails to comply with any of these Regulations, the District will notify the customer of such failure. If the customer fails to comply within a reasonable time, the District may discontinue service.

6.07.03 Customer Service Discontinuance Request

If the customer gives the District a written request to disconnect the service, the District will notify the customer of the legal and financial impact of such request.

6.08**OUTSIDE DISTRICT CUSTOMER CHARGES**

Any installation charges, or bimonthly charges listed as schedules in these Regulations, will be increased by twenty-five percent for outside District customers.

rev. 04/25/06, rev. 09/12/07

6.09**DISPUTED OR ERRONEOUS BILLS**

Any request for review of a disputed or erroneous bill must be made in writing to the District office. Dispute of a bill shall not justify nonpayment thereof and the bill shall be paid in full when due pending the settlement of the dispute.

6.10**TIME AND MATERIAL CHARGES**

The term time and material charges, as used in these Regulations, shall indicate a determination of costs based on the actual amount of labor, equipment and materials utilized, including applicable overhead factors. A deposit will be required based on the estimated costs and a final billing will be provided to the applicant or customer after completion. If final costs are in excess of the deposit, additional payment will be due within 30 days of receipt of final billing. If final costs are less than the deposit, the difference will be refunded.

6.11**UNSPECIFIED CHARGES**

When these Regulations require that improvements or modifications be made by District at customer's sole cost and expense, the District may estimate these costs and make final charges based on the estimate, or it may utilize an actual time and material basis, as provided in Section 6.09, at the sole discretion of the District.

6.12

TERM PAYMENTS

The General Manager and the Finance Manager, together, are authorized to sign term payment agreements with individual property owners under the following guidelines:

(a) Up to a 60-month period and a maximum amount of \$7,000.00 can be authorized for District fees and charges related to a new treated water service including but not limited to, capacity charges, meter and backflow prevention device installation charges, culvert replacements and buy-in fees to improvement districts. The interest rate to be charged on all term payment agreements will be four (4) percent and such rate may be changed from time to time by the Board of Directors as economic conditions warrant. Late term payments will pay charges equal to the rate shown for the late payment penalty in Section 6.01.01 of these Regulations.

(b) Up to a 12-month repayment period can be authorized for customers to pay delinquent water account charges. A late payment penalty shall be charged at the rate shown in Section 6.01.01.

(c) The Treasurer, or the Deputy Treasurer, shall conduct a credit check on applicants.

(d) The District has the right to remove the water meter upon failure to pay.

eff. 7/13/94; rev. 6/11/03; rev. 4/14/04; 3/25/2009

SECTION 7

CUSTOMER SERVICES

7.01 ROUTINE TURN ON AND TURN OFF

All customer requests for turn on and turn off shall be made in writing, or on Form 7-A available at the District office, signed by the property owner. Prior notice of 72 hours may be required in making routine turn on and turn off. A special service call fee, as shown in Schedule 7-A, is charged for making the turn on.

eff. 6/11/03

7.02 TURN ON FOR NONPAYMENT

Turn on of water service after being shut off for nonpayment may be made provided the account is paid in full, or if a satisfactory arrangement has been made prior to the turn on. The service may be turned on the same day if it can be done during District's normal operating hours; otherwise, the service will be turned on the following business day. A special service call fee, as shown in Schedule 7-A, shall be charged to the customer.

eff. 6/11/03

7.03 EMERGENCY TURN ON

If water service is required in advance of the timing outlined for routine or nonpayment turn ons, a turn on may be arranged if the customer pays a special service call fee in advance. This fee shall be charged to the customer, as shown in Schedule 7-A.

eff. 6/11/03

7.04 SPECIAL METER READINGS

A customer requesting a special meter reading shall be charged the fee shown in Schedule 7-A.

7.05 SERVICE CALL

During normal operating hours, a customer requesting a service call concerning the pressure or quantity of water being received may be charged the fee shown in Schedule 7-A, if it is determined that District facilities are operating satisfactorily and the problem lies within the customer's facilities.

After normal operating hours, the fee, as shown in Schedule 7-A, shall be charged to the customer.

eff. 03/11/98

SECTION 8

FIRE SERVICES

8.01 GENERAL

Three types of fire services are available; public fire hydrants and private fire services served by treated water systems and public fire services served by raw water systems. These fire services shall be used only for the purpose of extinguishing fires and for testing fire suppression systems.

8.02 DISTRICT LIABILITY

The District does not guarantee or represent that a specific or certain minimum water pressure or volume of water will be available through a fire service. Fire services will be subject to the variations of water pressure and flow and to the temporary shutdowns required in the operation and maintenance of the system or any interruptions of operations in the system. The District shall be held in no way responsible for and the applicant and/or local fire fighting entity must agree to hold the District free and harmless from injury or damage caused by the lack of water or pressure available to a fire service.

8.03 LOCATION

8.03.01 General

All fire services will be located at a site meeting the approval of the District. In determining if a location is suitable for the installation of a fire service, the District will take into consideration operation and maintenance requirements and other factors deemed important, at any proposed site.

eff. 6/11/03

8.03.02 Treated Water System

(a) New Service. Faulty equipment or procedures which may be utilized by entities operating fire services on high pressure water mains can lead to physical injury of personnel, property damage, and can cause water main failures.

No new public fire hydrants will be allowed on District water mains where static pressures are 150 psi or greater. Prior to allowing public fire hydrants on water mains where static pressures are between 100 and 149 psi, the District will review each request on an individual basis. Approval or disapproval of each request, which will be made at the sole discretion of the District, will be based on consideration of such factors as size, type, and condition of water main, actual pressure, location of pressure-reducing stations, lower pressure water mains and other hydrants.

New private fire services, located on water mains where static pressures are 100 psi or greater, will not be allowed unless the applicant signs an agreement acknowledging the risks involved in a high pressure service, and holding the District free and harmless from liability and damages relating to the service. In addition, if the pressure is 150 psi or greater, the applicant will not be allowed to install any private hydrants or hose outlet stations on the fire service.

Fire pumper connections installed with proper check valves will be allowed.

eff. 10/24/90

(b) Existing Services. Existing public fire hydrants located on water mains where static pressures are 100 psi or greater may be eliminated when in the sole judgment of the District an adequate substitute water source, normally a lower pressure water main is available. The local fire fighting entity, in which jurisdiction of any public fire hydrant being considered for elimination is located, will be consulted prior to final determination; and a written 30-day notice will be provided prior to the actual removal or relocation of the fire service. All removal and re-

plumbing costs will be absorbed by the District when such removal is the sole decision of the District.

eff. 5/23/90; rev. 6/11/03

8.03.03 Raw Water System

Due to potential of water loss and operation problems encountered with fire services off of the raw water system, the District will only allow such services under limited situations. If other alternatives, as determined by the District, are available to the fire fighting entity, no such service will be allowed.

No fire services will be allowed off of siphons or pipelines classified as transmission, as opposed to distribution lines. Locations subject to hydraulic conditions that restrict water flow will not be available for installation of a fire service.

eff. 3/13/85

8.04 PUBLIC FIRE HYDRANTS ON TREATED WATER SYSTEMS

8.04.01 General

An application, Form 8-A, must be signed by applicant and the local fire fighting entity in which jurisdiction the hydrant is located and approved by District prior to the installation, relocation or removal of a hydrant on a District water main.

The charge for the hydrant installation, relocation or removal, as set forth in these Regulations, shall be paid by the applicant and/or local fire fighting entity at the time the application is submitted to the District.

Fire hydrants installed under these Regulations shall belong to the District. The District may bear the expense of performing hydrant maintenance resulting from normal wear and tear when

such conditions are reported to the District. The District may levy a charge for fire hydrant maintenance.

8.04.02 Installations

The charge shown in Schedule 8-A will be collected for all installations and provides for installation of a 2 ½" x 2 ½" x 4 ½" nozzle dry barrel hydrant conforming to AWWA Specification C502.

8.04.03 Hydrant Removal

The charge to remove a hydrant and discontinue the service will be as shown in Schedule 8-A.

There will be no charge to remove a hydrant or stand pipe classified as less than 5 ¼-inch barrel diameter when the removal is done in conjunction with the installation, at the same location, of a new hydrant.

eff. 6/11/03

8.04.04 Installation of a Hydrant Near Existing Hydrant

If a fire hydrant is to be installed at or near a location where there is existing hydrant coverage, as a requirement precedent to installing the new hydrant, the District reserves the right of discontinuing the existing hydrant and to levy the appropriate charge as shown in Schedule 8-A.

8.04.05 Relocation of Hydrant

The charge for the relocation of a hydrant will be the total of the charge for the hydrant elimination, Schedule 8-A, plus the charge for the installation of a new hydrant. No credit will be given for salvaged material unless the hydrant conforms to AWWA Specification C502 and can be reused, with only minor reconditioning, in which case a credit will be given as shown in Schedule 8-A.

Where the relocation or installation of a fire hydrant does not require a new connection to the main, the charge will be based on the District's actual cost.

8.05

PRIVATE FIRE SERVICE ON TREATED WATER SYSTEM

8.05.01 General

An Application, Form 8-B, must be signed by applicant and the local fire fighting entity in which jurisdiction the service is located, and approved the District prior to installation of the private fire service. The Applicant will make the basic determination as to the size of the service; however, the District reserves the right to limit the size of the service allowed. A fee to compensate the District for estimating the cost of the service will be collected at the time the application is submitted to the District. See Schedule 8-B.

After installation, the private fire service, up to and through to the outside edge of the vault, shall belong to the District.

eff. 1/1/94; rev. 12/08/04

8.05.02 Installation

Private fire services may be installed using three administrative processes, 1) District installed, or 2) Applicant installed using a Conveyance Agreement or 3) Applicant installed using an Applicant Constructed Private Fire Service Letter Agreement.

District installed private fire services shall be at the Applicant's cost as shown in Schedule 8-B.

Private fire services may be installed as a facility incidental to a water line extension being installed by a Developer under the provisions of a Section 10.03 Conveyance Agreement. The Applicant may also make arrangements to construct a private fire service to be connected to an existing water main by using the Section 10.03 Conveyance Agreement process in cases where the estimated installation costs exceed \$15,000.

Fire services that are not incidental to a proposed water line extension project may be installed by the Applicant using a private contractor under the provisions of an Applicant Constructed

Private Fire Service Letter Agreement, example of which is shown in Form 8-D. This method governs plans, specifications, construction, inspection, and other requirements for the Applicant and his contractor. These letter agreements and conveyance of the completed fire service are subject to approval by the General Manager.

eff. 12/12/90; rev. 12/08/04

8.05.03 Service to More Than One Parcel

As long as all the parcels involved are properly fronted by a water main, as required under Section 10.01.02 of these Regulations, and upon the written application of all landowners, up to four contiguous parcels may be served by one private fire service.

Property owner(s) of each parcel being served by a Private fire service must have a valid application on file with the District indicating their responsibility for paying all charges and penalties, along with their responsibility for maintaining the system beyond the private fire service.

In certain instances the District, at its sole discretion, may permit or require a single parcel to have more than one private fire service connection. Examples include a shopping center/business center with varied tenant water requirements or two commercial buildings located on one parcel.

rev. 12/08/04, rev. 03/10/10

8.05.04 Charges for Water Service

No charge will be made for water used for extinguishing fires, but any water lost through leakage or for testing purposes or used in violation of these Regulations shall be paid for by the applicant at double the normal water consumption charges. If unauthorized water use or leakage continues for more than two billing periods after notification of the water use, the service may be discontinued.

A periodic charge, as shown in Schedules 8-C and 8-D, will be made to compensate the District for maintenance and the eventual replacement of the private fire service.

Pursuant to Section 6.04 of these Regulations, delinquent charges may be placed as a lien against the parcel, or all parcels benefiting from the service in the case of service to more than one parcel. User(s) of the service understand that the fire service may be discontinued for nonpayment of charges and accept all risk of such discontinuance for nonpayment.

eff. 1/22/86

8.06 PUBLIC FIRE SERVICE ON RAW WATER SYSTEMS

8.06.01 General

An application, Form 8-C, must be signed by the local fire fighting entity in whose jurisdiction the fire service is located and approved by District prior to installation of the service.

These types of fire services are subject to extreme variations in flow. Temporary, seasonal and extended shutdown periods may be required in normal operation of the system. Water delivered to the service may contain debris which could affect the quantity of water available to the fire service because of plugging or clogging.

8.06.02 District Installation

The District will install the outlet and shutoff valve immediately adjacent to the District facility at the applicant's cost.

8.06.03 Applicant Installation

The applicant will be responsible for construction of all facilities downstream from the shutoff valve, including pipeline, storage sump and hydrant.

8.06.04 Maintenance Responsibilities

District may bear the expense of performing maintenance resulting from normal wear and tear on its facilities when such conditions are reported to the District. The District may levy a charge for maintenance. Facilities downstream from the shutoff valve will be the responsibility of the applicant to maintain.

8.06.05 Discontinuing Service

The service shall be used only for extinguishing fires and no connections of any kind whatsoever, other than to hydrants and hose reels, shall be made or permitted to be made to the pipe(s) supplied by said service.

Discovery of any unauthorized service or any water leakage from the applicant's facilities will result in discontinuation of said fire service until corrective action is taken.

8.06.06 Charges for Water Service

No charge will be made for water used for extinguishing fires or for periodic flushing of the service to remove accumulated debris.

SECTION 9

BACKFLOW PREVENTION

9.01 GENERAL

The purpose of these Regulations is to provide for the protection of the District's treated water system from actual, or potential contamination by isolating within the water user's premises any possible source of such contamination or pollution.

In accordance with the requirements of the California Administrative Code, Title 17, Chapter V, Sections 7583 to 7605 inclusive, the water supplier has the responsibility to prevent contamination of the public water system by backflow. No water service connection to any premises shall be installed or maintained by the District unless the public water supply is protected, as required by said State regulations and the requirements stated below.

These Regulations supplement and do not supersede local plumbing regulations, codes, ordinances, or other State Department of Health Services' regulations relating to water supply.

9.02 TYPES OF PROTECTION

In general, types of backflow prevention devices to be located at the point of service shall be as follows:

(a) Double Check Valve Assembly

This device is utilized where a lesser degree of protection against backflow is desired.

(b) Reduced Pressure Principle Device

Utilized in situations where a higher degree of protection is required than can be obtained from a double check valve assembly.

(c) Air Gap Separation

Requires an actual separation of the District's water system and the water user's piping. This requirement is only used where a maximum of protection against backflow potential is necessary.

The District has reviewed the degree of hazard, probability of backflow occurring and complexity of piping with possibility of modification for various classes of treated water users. Based on this review, as well as present requirements as indicated in the aforementioned California Administrative Code, the District has established a listing of the minimum protection type of backflow prevention device required for each type of water service. These requirements are listed in Schedule 9-A. Changes to this schedule may be made upon written approval of the Manager.

9.03 DISTRICT RESPONSIBILITY

The District will install and maintain the required backflow prevention device. Only devices selected by the District and approved by the University of Southern California's Foundation for Cross Connection Control and Hydraulic Research, or approved by the California State Department of Health Services will be utilized.

The District shall cause inspections to be made at each backflow prevention device at least once a year. Only personnel certified for testing these devices by the California-Nevada Section of the American Water Works Association, the University of Southern California, or California State Department of Health Services, will perform the required tests. Test results and maintenance records shall be maintained by the District.

9.04**WATER USER'S RESPONSIBILITY**

All costs incurred by the District for installation of the backflow prevention devices, as well as maintaining, replacing and testing these devices will be reimbursed by the water user to the District. These costs are shown in Schedules 9-B, 9-C, and 9-D.

The water user may be required to fill out a questionnaire regarding the degree of risk of backflow at the time water service is first requested and at other times deemed necessary by the District.

It is the further responsibility of the water user to inform the District of any change on its premises that might increase the risk of backflow into the District's treated water system.

9.05**DISCONTINUANCE OF SERVICE**

The District may discontinue service of water to any premises and may physically disconnect the customer's piping from the District's water system if a backflow prevention device required by these Regulations is not installed, or if it is found that a backflow prevention device has been removed or bypassed, or for any other violation of these Regulations.

9.06**RETROFIT PROGRAM**

Existing water services will be reviewed and prioritized according to their potential health hazard. On a staged basis, starting with higher risk services, the proper backflow prevention devices will be installed on a schedule to be determined by the District.

9.07**REDUCTION IN DEGREE OF PROTECTION**

Where a change in Schedule 9-A, or the degree of hazard allows a customer to downgrade from a reduced pressure principle device to a double check valve assembly, the District, upon

determining that the premises requires less protection, will reduce the bimonthly charge to that associated with the double check valve assembly. No refund or partial refund of original installation charges will be made. If at a later date a reduced pressure principle device must be reinstated, the customer will be charged retroactively the difference between the lower and higher monthly charges, as shown in Schedules 9-C and 9-D, plus an interest factor to be determined by the District.

Where a change in these Regulations or the degree of hazard allows a customer to eliminate the backflow prevention device, the District, upon determining that the premises no longer requires the device and with approval of the customer, will remove the device at District cost and stop charging the bimonthly charge. No original installation charge refund will be made. If future circumstances require the reinstallation of a device, the full installation cost, as shown in Schedule 9-B, will be collected from the customer.

eff. 6/11/03, rev. 04/25/06, rev. 09/12/07

9.08 INCREASE IN DEGREE OF PROTECTION

Where a change in Schedule 9-A or the degree of hazard requires upgrading from a double check valve assembly to a reduced pressure principle device, the customer will be charged the difference between the installation charges of the two devices, as shown in Schedule 9-B and will be subject to the higher bimonthly charges associated with the reduced pressure principle device.

eff. 6/11/03, rev. 04/25/06, rev. 09/12/07

9.09

PRIVATE BACKFLOW PREVENTION DEVICES

At the sole discretion of the District, a privately owned backflow prevention device may be allowed when a reduced pressure principle device is required to protect the public water supply.

If approval from the District is received to install a privately owned device, the customer must sign an agreement which sets forth the terms and conditions deemed necessary by the District. The agreement will cover issues relating to the ownership, installation, operation, maintenance and testing of the device as well as District access.

eff. 7/13/98; rev. 6/11/03, 04/25/06

SECTION 10

TREATED WATER SYSTEM EXTENSIONS

10.01 GENERAL

The District's objective is to ensure that the water system will be able to provide adequate water service to all present and future customers in an orderly manner.

eff. 8/11/99

10.01.01 Supplemental Definitions

(a) Extension. Any water system improvements required by the District to serve present and future customers in an orderly manner.

These improvements may include, but are not limited to, treatment plant facilities, domestic water storage, distribution and transmission water mains, pump stations, pressure reducing stations, private fire services, and other necessary appurtenances. Extensions may also include related raw water facilities needed to transport water to the treated water system.

eff. 8/11/99

(b) Developer. Any person desiring water service from the District which water service requires a system extension. A developer is considered a person, group or entity that is improving a parcel of land. District sponsored water line projects are not considered developer projects.

eff. 8/11/99; rev. 11/14/07

(c) Principal Property Frontage. Parcel frontage or combination of frontages on an adequate water main that best promotes the orderly development of the water system. Frontage along a primary access road will be a consideration in determining principal property frontage. The narrow frontage of a flag pole lot will not qualify as principal property frontage when not consistent with the orderly development of the water system.

eff. 8/11/99

(d) Adequate Water Main. A District water main with adequate capacity and pressure, and which is connected to a system with adequate source capacity.

eff. 8/11/99

10.01.02 Extension Requirements

(a) When a Treated Water System Extension is Required. The parcel must have an adequate water main along at least fifty percent (50%) of the principal property frontage, but not less than 50 feet. The District may require additional length or additional water mains at locations that best promote the orderly development of the water system. District's determination will be made on review of a submitted map.

eff. 8/11/99

(b) When a Treated Water System Extension is not Allowed. When an extension is not consistent with orderly development of the water system, an extension may not be allowed.

eff. 8/11/99

10.01.03 Water Availability

Developer must first make a written request for a letter of Water Availability. The request should include Assessor's Parcel Number(s), type of development, intended use of water, and fire flow requirements.

10.01.04 Service Feasibility Study

It may be necessary for the District to prepare a study in order to determine if service can be provided. If required, the study will be prepared at the sole cost of the developer on a time and material basis and will include, but not be limited to, computer analysis of the system and proposed improvements.

10.01.05 Developer Option

The developer may elect to take on the responsibilities of constructing the extension under provisions contained in Section 10.03 or, under certain qualifications, elect to have the District construct the extension as discussed in Section 10.04.

10.02 EXTENSION SPECIFICATIONS

10.02.01 Minimum Pipe Diameter

All new water main installations will consist of a minimum pipe size of eight inch inside diameter where it is anticipated that the long sides of loops of which the extension is a part, will exceed 600 feet or where the extension will remain unlooped. In cases where loops will be formed smaller than 600 feet, a six inch inside diameter pipe will be the minimum pipe size considered. Cul-de-sac pipelines, not exceeding 600 feet in length, may be less than the minimum size if extensions are not anticipated and adequate fire flow can be obtained from the main line. Pipe sizes within new subdivisions, where strong grid systems are created, will be determined by hydraulic analysis, taking into consideration consumptive demands and required fire flows.

Further upsizing of the minimum pipe sizes may be required to meet requirements of the developer or to meet future needs of the District.

eff. 3/27/85

10.02.02 Development Standards

The Board has adopted "Development Standards, Treated Water System." The standards include Developer Requirements, and Standard Specifications and Details. These requirements and standards are to be used by developers, as well as their consulting engineers and contractors for proper planning, designing and construction of treated water system extensions. The standards will also govern work undertaken by District crews; however, the General Manager may approve, in writing, any necessary deviations to these standards to accommodate in-house construction activities.

Proposed changes and additions to the Standard Specifications will be submitted to, and coordinated by, the District's Engineering Department.

Sections of the Standard Specifications adopted by the Board will require updating from time to time. Such changes must be approved by the General Manager and, at the General Manager's discretion, may require approval of the Board.

New sections being added to the Standard Specifications must be adopted by the Board.

Standard Details will be prepared, when appropriate, to help emphasize the requirements found in the Standard Specifications. The Engineering Department will, from time to time, revise the details to reflect approved revisions to the Standard Specifications. If required, Standard Details will be prepared for new sections added to the Standard Specifications.

“Development Standards, Treated Water System” are available on the District’s website and at the District Main Office. Copies of the specifications and details for bidding purposes and use by a developer’s contractor must be provided by the developer.

Full size Standard Details, in the form of reproducible Mylars, will be made available at the appropriate fee.

No changes shall be made to the Standard Specifications and Details without prior written District approval.

eff. 3/9/94; rev. 6/11/03; rev. 1/26/11

10.03 DEVELOPER CONSTRUCTED

10.03.01 Letter of Agreement

A letter of agreement between the District and the developer will be signed prior to review of the developer’s plans. The letter of agreement will outline the procedure to be followed in allowing the developer to construct the extension. The developer must have the plans and specifications prepared by a licensed civil engineer. The plans and specifications must meet the District’s approval. The developer will also provide a licensed civil engineer to act as the project engineer during the construction phase.

10.03.02 Environmental Requirements

The developer is responsible for preparing environmental documents per the California Environmental Quality Act (CEQA). Environmental documents completed in accordance with CEQA must be delivered to the District Engineering Department prior to approval of the improvement plans. The environmental documents shall describe all offsite work. For offsite work, the District shall either be the lead agency, or indicated in the environmental documents as the responsible agency.

eff. 1/26/11

10.03.03 Plan Check and Inspection Fee

The developer will be obligated to pay all plan check and inspection costs, as determined on an actual time and material basis. The developer shall submit an initial plan check and inspection deposit of five (5) percent of the estimated construction cost of facilities to be dedicated to the District, but not less than \$2,000.

rev. 1/26/11

10.03.04 Conveyance Agreement

Within 90 days of written approval of the plans and specifications for the proposed mainline extension, the developer must enter into a Conveyance Agreement (agreement) with the District. The agreement will ensure that construction of the extension will be in accordance with the District-approved plans and specifications and ensure the conveyance of the extension to the District after its completion. Standard provisions covering a labor and material bond, maintenance bond, insurance, time limits and other requirements are shown in Form 10-A. Special provisions may also be added to the agreement as found necessary by the District.

At the discretion of the General Manager, an additional six months to begin work beyond that provided in the agreement, and an additional six months to complete work beyond that provided in the agreement, may be allowed.

Any additional time extensions, if granted, must be approved by the Board.

eff. 1/10/90; rev. 6/11/03; rev. 1/26/11

10.03.05 Performance Guarantee

The District may require the developer to furnish, prior to the start of construction, a performance bond or irrevocable letter of credit naming the District as obligee. Such performance guarantee must meet the District's approval as to form and surety utilized. This performance guarantee will be required if the District, at its sole discretion, requires assurance of the developer's performance. The guarantee amount will be as estimated by the District.

eff. 6/24/87

10.03.06 Easements

Developer shall provide to the District acceptable easements for the project prior to approval of plans. Easements will follow the District's standard easement format with appropriate legal descriptions. The District will record the easements for the project.

eff: 1/26/11

10.03.07 Construction

The extension must be constructed by a contractor holding a valid Class A (General Engineering Contractor) or C34 (Pipeline Contractor) California Contractor's license issued by the State Department of Consumer Affairs, Contractors State License Board. The District Engineer, or his/her representative, will inspect the work for compliance with the approved plans, specifications, and District standards. The developer will assume the cost of engineering and inspection services.

10.03.08 Approved Plans Expiration

Plans are valid for the time frames indicated in the Conveyance Agreement. Extensions will require re-review and approval by the Chief Engineer.

eff. 1/26/11

10.03.09 District Acceptance

The facility shall not be directly connected to District facilities until acceptance by the District. The Developer shall use a jumper assembly to separate the facility from the District until accepted. Exemption from the requirement for jumper facility requires approval of the Chief Engineer. Short main line extensions will generally be exempt at the discretion of the Chief Engineer. Upon completion of construction and compliance with all the terms and conditions of the conveyance agreement, and payment of all District plan check and inspection costs, the General Manager, on behalf of the District will accept conveyance and title of the extension. The District will then own, operate, maintain, repair and replace the improvements, except as specified during the maintenance warranty period. Upon acceptance of conveyance of the extension, the developer may apply for water service.

eff. 1/10/90; rev. 6/11/03; rev. 7/28/04; rev. 1/26/11

10.04 DISTRICT CONSTRUCTED

10.04.01 General

The developer may request the District to install any extension consisting of a water main installation which is less than 300 feet in length. In such cases, the District may take on the responsibility of designing and constructing the extension depending on the District's current work load.

rev. 1/26/11

10.04.02 Agreement

A written agreement between the developer and the District will be required. The agreement will contain clauses outlining the District's responsibility to prepare engineering plans and specifications and construct the extension, payment for construction, and other conditions as deemed necessary by the District. A letter agreement, not requiring Board approval, will be used if the estimated cost is equal to, or less than \$15,000.

eff. 12/12/90; rev. 1/26/11

10.04.03 Construction Cost

Schedule 10-A of these Regulations will be used to determine the District's charge to design and construct the pipeline.

The cost, as determined herein, will be stipulated in the agreement as the final cost to the developer for construction of the extension.

rev. 1/26/11

10.04.04 Payment Schedule

At the time the agreement is signed, 50 percent of the construction cost must be paid to District. Actual construction will be scheduled only after the remaining 50 percent is received.

10.05 DISTRICT FINANCIAL PARTICIPATION

The developer may request, prior to consummation of a conveyance agreement, that the District participate financially for any portion of extension upsizing required by the District for future needs as opposed to developer's needs. All District participation is subject to availability of District funds. Participation including costs for engineering, land, easements and other ancillaries

will not exceed the cost of a similar facility as listed in the latest District Capacity Charge Study subject to adjustments for inflation. Adjustments for inflation will be in accordance with District approved adjustments to capacity charges. In the case of water main installations, a pipe size less than the minimum pipe size, as discussed in Section 10.02.01, will not be considered adequate for the developer's needs.

Final determination of District participation will be made by the Board after review of the financial priorities of the District and included in the conveyance agreement.

rev. 1/26/11

10.06 REIMBURSEMENT FEE

The District will collect a reimbursement fee, where applicable, before granting a water service, including a private fire service, to a parcel which lies along and may be served directly from any pipeline extension installed under the provisions of these Regulations. The reimbursement fee for any parcel shall be determined by multiplying the front foot charge by the lineal feet of property frontage which lies along the extension. The reimbursement fee for an extension shall be in effect for a period of twenty years from the date of execution of the reimbursement agreement between the developer and the District. All monies collected will be returned to the developer.

No reimbursement fees will be collected unless the developer has signed a reimbursement agreement prior to District acceptance of the extension in the case of a developer-constructed extension. In the case of a District-constructed extension, reimbursement provisions will be included in the initial agreement.

All monies collected will be returned to the developer by registered mail to the last address on record at the District office. The developer shall be responsible for keeping the District record current. Monies so delivered that are returned to the District shall be retained for the benefit of the developer for a period of one year. No other attempts will be made to locate the developer. At the end of the one-year holding period, the District shall return the principal amount to the then current owner of the parcel from which the reimbursement had been collected. The developer shall have no further claim to the monies. The reimbursement accounting system shall continue to indicate that the parcel has paid the reimbursement.

The developer will select, at the time a reimbursement agreement is signed, one of the following options for determining the front footage charge and parcels subject to a reimbursement fee.

Option A. The front footage charge will be determined by dividing the cost of the extension by the front footage along the extension of all parcels which may be served directly from the extension. Parcels already receiving District treated water, at the time a reimbursement agreement is signed, will be excluded in determining the front footage charge, even though future service may be made from the extension. All parcels, whose front footage was utilized in the calculation described above, will be subject to the reimbursement fee.

Option B. The front footage charge will be determined by dividing the cost of the extension by the front footage along the extension of all parcels which may be served directly from the extension. An existing parcel fronting the extension, and not currently receiving District treated water, will be subject to the reimbursement fee. An existing parcel fronting the extension, which currently receives District treated water, will only be required to pay a reimbursement fee if that current service is expanded or upsized, or if that parcel is split. In case of a parcel split, the existing service will be assigned, at the sole discretion of the District, to one of the newly created parcels. The remaining new parcel(s) which lie along and may be served directly from the extension will be subject to the reimbursement based on that parcel(s)' front footage along the extension.

Option C. The Developer may elect to provide for reimbursement from parcels that in the future, may obtain water service by formal variance and which service assembly is tapped directly onto the water main that is the subject of the reimbursement agreement. The Developer must request Option C, in combination with Option A or B, in writing and, in the same request, state the number of desired future variances to be accommodated in the reimbursement agreement. The number shall be considered empirical in nature and not in any way assigned to, or attached to any one parcel or future parcel. District acceptance of the Developer's request shall in no way indicate or influence the probability of variances that might be approved in the future.

Each of the variances requested for accommodation in the reimbursement agreement shall be assigned a length of front footage equal to 125 feet but not more than fifty percent of the total length of the water line extension. This length shall be multiplied by the number of future variances requested by the Developer to be accommodated in the reimbursement agreement. This amount shall be added to the front footage as determined by either Option A or B. The front footage charge will be determined by dividing the cost of the extension by the sum of front footages including frontages assigned to variances as determined above.

The front footage charge as determined above shall be adjusted periodically to reflect changes in construction costs. Each agreement approved after the effective date of this revision shall provide for a yearly adjustment in the reimbursement charge based on the Engineering News Record - 20 Cities Average - Construction Cost Index from approximately July 1 to June 30 of the next year. This adjustment shall become effective on September 1st of each year. The first adjustment for any agreement shall be made after the agreement has been in full force and effect through one complete cycle of July 1 to June 30 [Example: An agreement approved in November of 2008 would receive its first front footage charge adjustment on September 1, 2010. The adjustment would reflect the change in the Construction Cost Index from July 1, 2009 to June 30, 2010].

Under any option, the front footage charge shall not be applied more than once to any parcel, and no one parcel will be required to pay a reimbursement fee in excess of fifty percent of the cost of the extension. The cost of the extension shall be considered to be the Developer's out-of-pocket expenses directly and solely related to the installation of the extension, as determined by the District. The Developer's on-site improvements will be excluded from the cost of the extension.
eff. 04/11/2001; rev 6/11/03; rev 11/9/05

10.07

PREPAYMENT OF CAPACITY CHARGES

All treated water extensions serving greater than four parcels will require the payment of a minimum size meter capacity charge, as shown in Schedule 4-A, for each parcel to be served prior to District acceptance of the extension in the case of developer-constructed extension. District sponsored water line projects are not subject to the requirement of prepayment of capacity charges.

rev. 11/14/07

10.08 REQUEST FOR VARIANCE

10.08.01 Request Procedure

The applicant shall submit a completed Form 10-B Variance Request and pay an Administrative-Processing fee. The processing fee is non-refundable regardless of approval or denial of any part of the variance request.

eff. 6/9/99; rev. 1/26/11

10.08.02 Review of Variance

The Staff Variance Screening Committee, consisting of representatives from Management, Engineering Department, and Operations Department, as determined by the General Manager, will review requests for variances from District Regulations pertaining to treated water systems.

The Staff Variance Screening Committee may unanimously deny a variance. Applicant may appeal per Section 10.08.04.

The Staff Variance Screening Committee may unanimously recommend variance approval and conditions of approval to the General Manager. The General Manager may then approve the variance and conditions of approval.

If the Staff Variance Screening Committee and the General Manager are not in unanimous agreement, they will submit the Variance Request to the Engineering Committee. The Engineering Committee may unanimously deny the variance, and the applicant may appeal per Section 10.08.04. If the Engineering Committee does not unanimously deny the variance, it will make recommendations to the Board of Directors. The Board of Directors' decision, by majority vote, will be final.

eff. 6/9/99

10.08.03 Expiration Date

All approved variances will have an expiration date of not more than two years. All conditions of approval must be met before the expiration date. Thereafter, the District will consider the variance expired. After expiration, any request for variance will be considered a new request subject to the processing fee and all District regulations at the time of the new request.

eff. 6/9/99

10.08.04 Appeal of Variance

The applicant may appeal a denied variance. All appeals must be in writing and received by the District within 60 days from the date of written notice of the District's decision. After 60 days, a request for appeal would be considered a new application requiring the applicant to submit a new Form 10-B and processing fee.

The first appeal would be made to the Engineering Committee, who may unanimously deny the appeal or forward the appeal to the Board of Directors with recommendations. If the Engineering Committee unanimously denies the appeal, the applicant may make a final appeal to the Board of Directors for a majority vote.

eff. 6/9/99

10.09 PRIVATE PIPELINE REPLACEMENT

10.09.01 General

In earlier years, the District allowed treated water service through private pipelines that served two or more parcels not fronting a District water main. As indicated in these Regulations, current requirements allow water service to a parcel only if it is adequately fronted by a District water main. Many of these aging private pipelines have experienced leaks that waste valuable District water supplies. In order to minimize this problem, the following participation program is available.

10.09.02 District Participation

District participation will be considered on any private pipeline elimination project where District water main replacement is involved. The new water main must meet all requirements as contained in this section of these Regulations. The District will determine, at its sole discretion, if it is in the District's best interest to participate in any private pipeline elimination project. Upon determining to participate, and after signing an agreement with the private pipeline owner, the District will schedule the design and construction, taking into consideration the priority of other District activities.

eff. 2/12/92

10.09.03 Private Pipeline Owner Contribution

At the time an agreement is reached for District participation, the private pipeline owner(s) will pay, as the owner's full share of project costs, 25 percent of the amount determined by Schedule 10-A (Note that Schedule 10-A does not include costs associated with right of ways). The 25 percent contribution is in addition to any payments made for right-of-way purchases, and any related legal cost. These costs will be paid 100 percent by the private pipeline owner(s).

If applicable, reimbursement provisions may be included in the agreement pursuant to Section 10.06 of these Regulations. These provisions will allow the private pipeline owner(s) and the District to share the collected reimbursement fees based on the percentage of project cost paid by each party.

eff. 8/14/91; rev. 6/11/03; rev. 1/26/11

10.10 TREATED WATER SERVICE THROUGH NEW PUMP STATIONS, STORAGE TANKS, AND PRESSURE REDUCING STATIONS

10.10.01 General

The developer may request, prior to execution of a conveyance agreement, that the District participate financially for construction of pump stations, storage tanks, and pressure reducing stations where those facilities provide regional benefit (as determined solely by the District).

eff. 7/11/90; rev. 3/24/04; rev. 1/26/11

10.10.02 Applicability

Treated water service to parcels in new pump zones would only be applicable for areas with no upstream treated or raw water facility restrictions. The District reserves the right to limit service to the new pump zones if this expansion leads to upstream facility expansions, which are not cost effective or are not reasonably reimbursed through collection of the District's standard capacity charge.

eff. 7/11/90; rev. 3/24/04; rev. 1/26/11

10.10.03 Design Considerations

In establishing a new pump zone, it will be the District's goal to minimize the size of pumps required to provide adequate service and to limit customer water outages. In most cases, a storage tank will be required to provide fire flow, peak hour demands as well as emergency storage. The physical size of the pump station, transmission main or storage tank may exceed the needs of the developer's property in order that additional parcels can be served. In order to adequately serve the new pump zone, the required storage tank site may be located outside of the developer's property. Installation cost of these facilities will be solely the responsibility of the developer subject to District participation and reimbursement per Sections 10.10.04 and 10.10.05. The developer is also responsible for all costs associated with the installation of the pipeline extension and any other appropriate fees and charges as set forth in these Regulations.

eff. 7/11/90; rev. 1/26/11

10.10.04 District Participation

Refer to Section 10.05 for participation in pipelines. To be eligible for District participation, the facilities must be constructed with the review and approval of the District.

All District participation is subject to availability of District funds. Participation including costs for engineering, land, easements and other ancillaries will not exceed the cost of a similar facility as listed in the latest District Capacity Charge Study subject to adjustments for inflation. Adjustments for inflation will be in accordance with District approved adjustments to capacity charges.

eff. 1/26/11

10.10.05 Reimbursement

Where pump stations, storage tanks and pressure reducing stations do not provide regional benefit, and are funded by the developer, and where customers outside of developer's land are allowed to be served from developer funded facilities (service directly connected), the developer will be entitled to reimbursement from said customers.

The District will determine the cost of the pump station and then divide this amount by the number of customers that can be served by the pump station including developer's land. The

amount of reimbursement will not exceed the actual cost of the pump station. If it is determined by the District that excess pumping capacity is available, each additional customer obtaining service will be charged the previously described cost per customer. Any funds collected from this charge will be transmitted to the developer. The reimbursement will be available for a 20-year period from the date of District acceptance of the completed facilities.

No reimbursement fees will be collected from future customers unless the developer has signed a reimbursement agreement prior to District acceptance of the facility.

All monies collected will be returned to the developer by registered mail to the last address on record at the District office. The developer shall be responsible for keeping the District record current. Monies so delivered that are returned to the District shall be retained for the benefit of the developer for a period of one year. No other attempts will be made to locate the developer. At the end of the one-year holding period, the District shall return the principal amount to the then current owner of the parcel from which the reimbursement had been collected. The developer shall have no further claim to the monies. The reimbursement accounting system shall continue to indicate that the parcel has paid the reimbursement.

Reimbursements for pipelines are provided for in Sections 10.05 and 10.06 of these Regulations, eff. 7/11/90; rev. 6/11/03; rev. 4/14/04; rev. 11/9/05; rev. 1/26/11

10.11 TREATED WATER SERVICE TO NEW PUMP ZONES

10.11.01 General

Having taken into consideration economic factors and physical restrictions, the District has established water service boundaries for each of its treated water systems. These boundaries indicate the extent that these systems may be expanded to provide treated water.

Areas containing parcels that would require the establishment of new pump zones to provide adequate water service were not included within the existing service area boundaries. These

parcels were not considered economical to serve under the District's present water rate structure due to the excessive cost of operating and maintaining pump stations. The requirements contained herein, allows water service to be made available to parcels requiring new pump zones without creating an economic hardship on the District.

eff. 7/11/90; rev. 3/24/04

10.11.02 Applicability

Treated water service to parcels in new pump zones would only be applicable for areas with no upstream treated or raw water facility restrictions. The District reserves the right to limit service outside the established water service boundaries if this expansion leads to upstream facility expansions, which are not cost effective or are not reasonably reimbursed through collection of the District's standard capacity charge.

eff. 7/11/90; rev. 3/24/04

10.11.03 Design Considerations

In establishing a new pump zone, it will be the District's goal to minimize the size of pumps required to provide adequate service and to limit customer water outages. In most cases, a storage tank will be required to provide fire flow, peak hour demands as well as emergency storage. The physical size of the pump station, transmission main or storage tank may exceed the needs of the developer's property in order that additional parcels can be served. In order to adequately serve the new pump zone, the required storage tank site may be located outside of the developer's property. Installation cost of these facilities will be solely the responsibility of the developer. The developer is also responsible for all costs associated with the installation of the pipeline extension and any other appropriate fees and charges as set forth in these Regulations.

eff. 7/11/90

10.11.04 Reimbursement

If other customers who are not part of the developer's land are allowed to utilize excess storage or pumping capacity in the new pump zone, a reimbursement will be due the developer. The reimbursement will be available for a 20-year period from the date of District acceptance of the completed facilities.

Use of excess water storage from the new pump zone by other customers will be compensated for by the District paying the developer the current storage tank component of the capacity charges collected from these other customers.

The District will determine the cost of the pump station and then divide this amount by the number of customers that can be served by the pump station. If it is determined by the District that excess pumping capacity is available, each additional customer will be charged the previously calculated cost per customer. Any funds collected from this charge will be transmitted to the developer.

The costs used to determine reimbursement shall be adjusted periodically to reflect changes in construction cost. These adjustments shall be governed by Section 10.06 of these Regulations.

Reimbursements for off-site pipelines are provided for in Section 10.06 of these Regulations.

eff. 7/11/90; rev. 6/11/03; rev. 4/14/04; rev. 11/9/05

10.12 TEMPORARY SERVICE LOCATION

A Temporary Service Location (TSL) may be approved by the Variance Screening Committee (VSC) subject to certain requirements as described herein. The intent of the TSL is to provide a temporary water service to eligible parcels until a future water main is installed to serve the parcel(s) in accordance with Section 10. A TSL is a temporary service facility and is not considered a permanent service location.

10.12.01 Eligibility

A property owner is eligible for a TSL when the property: a) is located within the District Boundary; b) has an existing residential dwelling on the property (served by a water source - other than District treated water) or on a vacant property with the owner having applied for a building permit; c) is not currently fronted by a District treated water main; d) where water service to the property can be obtained from an existing water main; and e) where the orderly development of District facilities will logically require a mainline fronting the subject property in the future.

The subject property must front on a public road right-of-way, utility easement, public service easement, or abut the alignment for such right-of-way or easement as proposed by the District, or a city or county. Only properties that would be required to construct at least 300-feet of treated water extension (under Section 10 of the District Rules and Regulations) would be considered for a TSL, as determined by the VSC.

Only one (1) TSL will be allowed for each eligible parcel of land.

10.10.12.02 Application and Request for TSL

The applicant shall complete and submit Form 10-C, Temporary Service Location Request, an administrative processing fee as shown in Schedule 10-B, an 8½" x 11" scaled drawing or map showing the proposed temporary meter location and temporary service line, along with written permission by all property owners affected by the proposed temporary service line (for water service to the applicant's property). The processing fee is non-refundable regardless of approval or denial of the TSL Application.

10.10.12.03 Review of TSL Application

The VSC will review all TSL Applications to determine eligibility. The VSC may deny the TSL or recommend further action. If the VSC unanimously recommends the TSL, the application will be submitted to the General Manager for approval. The applicant will be notified of the

District's decision, and if approved, the notification will include a list of requirements to be completed by the applicant prior to scheduling the installation of the meter for the TSL.

The VSC may unanimously deny a TSL. Applicant may appeal per Section 10.12.04.

If the VSC is not in unanimous agreement, it will present the TSL Request to the Engineering Committee for consideration. The Engineering Committee may approve or deny the TSL. If denied, the applicant may appeal per Section 10.12.04.

10.12.04 Appeal of TSL Denial

The applicant may appeal the VSC's denial of a TSL Application. All appeals must be in writing and received by the District within 60 days from the date of written notice of the District's denial. Upon receipt of the request for appeal, the matter will be scheduled for consideration by the District's Engineering Committee or Board of Directors, as appropriate. The Engineering Committee may uphold or overturn the denial. If the Engineering Committee does not overturn the denial, the applicant may appeal the Committee's decision to the Board of Directors by written request to the Business Coordinator. The appeal will be scheduled for consideration by the Board of Directors at a regularly scheduled meeting of the Board of Directors.

10.12.05 Requirements

Upon receipt of notice that the TSL Application has been approved, the applicant must comply with the following requirements to obtain a TSL service:

- a. Pay any fees, or other monetary obligations, that are required for connecting to the existing District main for the temporary service (this may include obligations for existing reimbursement agreements, participation in an existing Improvement District or District Financed Water Line Extension (WLE) program, or participation in other financing districts that may pertain to the existing main);
- b. Pay two current meter installation charges (representing installation charges for connecting the TSL to the existing main and the connection charge for eventually relocating the connection to the future main at the permanent location - fronting

the subject property). The installation fees will be one (1) "Drop-in" fee and one (1) "Requiring Tap" fee as shown in Schedule 4-A;

- c. Pay the current capacity charge for treated water (based on the size of meter requested);
- d. Pay the current Treated Water Main (TWM) Contribution as defined herein;
- e. Provide copies of all required easements (executed and recorded) for constructing and maintaining the temporary service line (crossing neighboring parcels);
- f. Provide adequate easements or Rights-of-Way for the future water main and related appurtenances, if applicable;
- g. In the case of vacant property, provide copy of building permit issued by appropriate agency (District will issue conditional Will Serve Letter as needed);
- h. Execute Form 10-D, Agreement for Temporary Water Service and Contribution for Future Treated Water Main Extension;

10.12.06 Expiration of TSL Application

For a vacant property, an approved TSL Application shall remain in effect for a period of one (1) year following the date of approval by the District. For all other properties, an approved TSL Application shall remain in effect for a period of two (2) years following the date of approval by the District. If all requirements for the TSL have not been met by the expiration date, the TSL approval shall expire and become void.

10.12.07 Extension of Approved TSL

A TSL Application approved for two (2) years may be extended by one (1) year. The applicant must submit a renewal application along with a processing fee as shown in Schedule 10-B which is non-refundable regardless of approval or denial of the TSL Renewal Application. The Renewal Application will be reviewed using the same process as the original application stated previously in this policy. Only one extension may be granted.

10.12.08 Treated Water Main Frontage Contribution

The Treated Water Main (TWM) Contribution represents the applicant's monetary contribution to the design and construction of a future pipeline that will eventually be installed by others

fronting the applicant's parcel. This contribution will be retained by the District, and accounted for separately, to supplement funds needed by a future developer, waterline extender, or by any District sponsored financing efforts to install the future treated water main.

For each TSL Application, the TWM Contribution will be determined based on the projected size of a single family residential lot that can be subdivided from the subject property at the smallest size (or maximum density), as defined by the General Plan of the appropriate County or City, as follows:

$$\text{TWM Contribution} = \sqrt{\text{size of lot (in square feet)}} \times \text{estimated cost of TWDM}^* \div 2$$

*TWDM = Treated Water Distribution Main

The TWDM multiplier as shown in Schedule 10-B will be determined by the Engineering Department and revised or amended periodically to reflect updated estimates for the cost to provide and install distribution pipelines.

For a General Plan designation that is not residential use, the TWM Contribution will be based on the actual current size of the subject property.

Examples:

A. Gross Area of Subject Property = 6.05 Acres

General Plan Land Use = Rural Residential

General Plan Density = 5 Acres (Min)

Size of lot = 5.0 Acres x 43,560 SF/AC = 217,800 SF

TWDM = (See Schedule 10-B)

TWM Contribution = $\sqrt{217,000}$ x TWDM \div 2 = \$_____

B. Gross Area of Subject Property = 20.0 Acres

General Plan Land Use = Rural Residential

General Plan Density = 1 Acre (Min)

Size of lot = 1.0 Acre x 43,560 SF/AC = 43,560 SF

TWDM = (See Schedule 10-B)

TWM Contribution = $\sqrt{43,560} \times \text{TWDM} \div 2 = \$$ _____

10.12.09 Future Subdivision of Property

The future subdivision of property with a TSL shall be subject to the District's Treated Water System Extension Policy (District's Rules and Regulations - Section 10)). Upon subdivision, the District will credit the TWM Contribution to one of the property owners of the subdivided parcels/lots, the particular lot to be chosen at the District's discretion, and it will be assumed that the property owner of that lot will have met its obligation to the cost of the frontage mainline. The property owners of the remaining parcels/lots resulting from the subdivision will be required to pay the appropriate reimbursement for the mainline extension, based on the policy in effect at the time, without consideration of the TWM Contribution.

10.12.10 Installation of Future Treated Water Main

Upon the installation of the future treated water main abutting the subject property, the TSL applicant, or the successor, shall remove or abandon any on-site or off-site plumbing that is connected to the TSL service and shall connect to a newly installed service lateral and meter, pursuant to the agreement referenced in 10.12.05(h).

10.12.11 Refund of other Monetary Obligations

If, at the time of TSL approval, the District collected monetary obligations that were required in accordance with 10.12.05 (a), and to the extent that the collected funds have not been used for their stated purpose at the time the subject service is moved to its permanent location, the District shall refund the remaining funds. The recipient of the refund shall be to the property owner(s) on title to the subject parcel at the time of disbursement.

10.20

DISTRICT FINANCED WATERLINE EXTENSIONS

The goal of this Section “District Financed Waterline Extensions” (DFWLE) is to proactively expand water service to new customers by committing District funds to eligible neighborhood groups actively seeking treated water. Assistance offered by this program includes informative group meetings, providing project design and construction services, providing advanced project funding, and providing a means for recovering project costs from the neighborhood over time.

10.20.01 DFWLE Eligibility

Pre-existing single-family residential, including duplex units, neighborhood groups are eligible for the DFWLE program. Multiple applicants making up a neighborhood group is preferred; however, a single applicant will also be considered. The DFWLE program will not be used to finance treated water facilities required for commercial or industrial type land uses, or for lands under development through a use permit or as a subdivision.

10.20.02 DFWLE Program Eligibility List

The District will maintain a list (Eligibility List) of neighborhoods requesting participation in the DFWLE program. To be placed on the Eligibility List, a neighborhood must submit their request in writing. The request must include 1) a contact person and telephone number, 2) parcel number of each participating parcel, 3) owner(s) name and address for each parcel, and 4) signatures from each owner.

The District’s Board of Directors will periodically review the eligibility list, compare the list with available funding, and determine the next neighborhood group eligible for funding under the DFWLE program. At that time, the Board of Directors will assign a rate of interest that might have been earned had the funds allocated for the DFWLE project been otherwise invested. Given the interest rate, the Board of Directors will assign a surcharge modifier to the DFWLE project. (The surcharge modifier is calculated as determined elsewhere in this Section.)

Once a project is deemed eligible as a DFWLE project, the District will incorporate the general program provisions, complete a Water Service Study, establish the maximum charge for recovering project costs, and solicit neighborhood commitment through an informative group meeting.

10.20.03 General Program Provisions

Participation in the DFWLE program is voluntary. DFWLE project costs will be distributed equally among participating parcels. The Board of Directors will determine the level of funding available for all DFWLE projects on at least a yearly basis.

The District will provide the funds necessary to meet the costs for all DFWLE eligible projects approved by the Board of Directors, except for the total amount of good-faith deposits received. The District will recover such funds through the application of Service Extension Charge (SEC).

District funds applied to the DFWLE program will be recovered over time from each of the participating parcels through application of a Service Extension Charge (SEC). The cost recovery time period will be 20 years. The SEC will become part of the participating parcel's treated water bill. The SEC will include a surcharge modifier to compensate the District for the loss of interest earnings as a result of funding the DFWLE.

Costs eligible for the DFWLE program include preliminary design, compliance with CEQA, design, rights of ways, construction, construction management, and capacity and meter installation charges for a minimum size meter. The maximum amount of project facility costs, including capacity and meter installation charges, to be allocated to any one neighborhood group is \$30,000 per participating parcel.

Funds allocated for all projects shall be limited as dictated by the Board of Directors. The reinvestment of all property owners' payments into a special revolving fund may reduce the need

for additional tax revenue in future years and maintain program funding levels to achieve a sustainable revolving fund program.

The recovered SEC payments will be credited to the District's Revolving Loan Fund Reserve for the sole purpose and use of funding future DFWLE projects.

The neighborhood group will be reimbursed a portion of the project cost if service is taken directly from the DFWLE pipelines within the cost recovery period, other than service taken for a temporary meter location.

The applicant shall complete and submit an Application, Form 10-E, requesting to participate in the District Financed Waterline Extension Program, and the District will charge an administrative processing fee as shown on the application. The processing fee is non-refundable regardless of completion of the waterline extension project.

10.20.04 Surcharge Modifier

A surcharge will be used to compensate the District for the loss of interest earnings as a result of funding any particular DFWLE project. The surcharge will be used to modify the SEC. The surcharge modifier will be determined by the District Board of Directors on a case-by-case basis by first establishing the rate of interest the District funds could have otherwise earned. The surcharge modifier will be calculated as 1) the Capital Recovery Factor 2) multiplied by the number of billing periods within the project cost recovery period (20 years).

10.20.05 Service Extension Charge (SEC)

A Service Extension Charge (SEC) will be used to recover District funds used to pay for DFWLE project costs over time. The SEC will be added to and become an integral part of the water bill for each of the participating parcels. The maximum SEC required to support project costs will be determined in the Water Service Study. The SEC to appear on the water bill will be calculated following compilation of all project costs. The SEC will be calculated as 1) the total project costs, 2) subtract the total good-faith deposits received, 3) add the total capacity and meter installation charges, 4) divide by the number of participating parcels, 5) divide by the total number of anticipated billing periods within the cost recovery period, and 6) multiply by the surcharge modifier as determined elsewhere in this Section.

The SEC will be the same for all participating parcels within a particular DFWLE project and will not change once it first appears on the water bills.

10.20.06 Water Service Study

The District will complete a Water Service Study for the next eligible DFWLE project as determined by the Board of Directors. Prior to beginning the study, the District will investigate the area surrounding the core neighborhood group for possible expansion of the area to be served. Should the District determine that expansion of the project to other parcels would reduce the expense for the core neighborhood group, the District will query the parcel owner's and add them to the group if deemed advisable.

The Water Service Study will include at least:

- a. Project location map and preliminary facility layouts
- b. Project costs; including preliminary design, compliance with CEQA, design, rights-of-ways, facilities construction, construction management, and contingencies.
- c. District participation in facility costs if appropriate, pursuant to District policy (including the Capacity Charge Study).
- d. Capacity and Meter Installation charges for a minimum-size water meter.

- e. Maximum Service Extension Charge (SEC) required to support project costs.

The cost estimates and SEC quoted in the Water Service Study will be honored for a minimum of 12 months, giving time to complete formation of the group, and execution of a Funding Agreement with each participating parcel.

The District will perform the Water Service Study without charge to the neighborhood group.

10.20.07 Initial Group Meeting

Upon completing the Water Service Study, the District will notify the group contact person and arrange for an initial group meeting. The District will present the findings of the study and answer questions.

10.20.08 Good-Faith Deposit

Should the neighborhood group demonstrate a willingness to proceed with the DFWLE project based on the maximum SEC quoted during the initial group meeting; the District will request an application and a good-faith deposit from each of participating parcels. The good-faith deposit will be applied against the total project cost so as to reduce the SEC for each participating parcel.

The deposit amount will be at least 10% of each participating parcel's share of the estimated project cost, excluding capacity and meter installation charges. The deposit amount will be adjusted above 10% if necessary so that the DFWLE project will not receive funding in excess of the maximum amount allowed per participating parcel (\$30,000). The owner of each participating parcel is required to consent to a credit check at the owner's expense. The District reserves the right to increase the requested deposit and/or to reject the participation of a particular parcel based on the results of the credit check.

Each participating parcel must sign and return a letter outlining the terms and conditions of the deposit, and return the deposit with the letter. Should one or more prospective participants fail to return the deposit amount and a countersigned deposit letter, or be refused financing due to the

results of a credit check, the non-responsive or rejected parcel(s) will be removed from the neighborhood group list, the deposit amount will be recalculated, adjusted upward, and an amended deposit letter will be sent to the remaining participants requesting the appropriate amount of additional deposit. This process will be repeated until the total amount of deposit is received from willing participating parcels. If this process results in insufficient deposit received within a reasonable length of time, all deposits will be returned and the project will be removed from the eligibility list.

Once the appropriate amount of good-faith deposit has been collected, the District will request the owner(s) of each participating parcel to enter into a Funding Agreement. The District will also begin charging expenses against the project. Retroactive charges will not be applied.

If the project fails due to the actions or inactions of the participating parcels, the amount of good-faith deposit that remains unused at the time will be split equally among participating parcels and returned. If the project fails due solely to the actions or inactions by the District, the total amount of good-faith deposits will be returned.

10.20.09 Easements - Subordination of Agreement/Easements

Concurrent with the submission of the good faith deposit, owners must agree that on or after the date of execution of a Funding Agreement they will, when requested, convey to the District any easement necessary for completion of the waterline extension project. Owners must also agree to seek and obtain subordination from any mortgagor or holder of deed of trust or other lien holder of a security interest in the parcel, which subordination shall specify that any resulting District easement, the Funding Agreement, and lien resulting from the Funding Agreement, are prior in time and superior in right to the mortgage, deed of trust, or other lien. For any necessary easements required for the waterline extension over property owned by other persons or entities, the participating owner will seek to facilitate, in cooperation with other participating owners, the subordination of any mortgagors, trustors, or lien holders in favor of the District's easement. The agreement will specify that the District may refuse to execute the Funding Agreement, and cease the design and implementation of the pipeline extension financing project, with no further

rights or obligations between the parties, in the event the District determines, at its sole discretion, that any failure to subordinate by a participating property owner's lender or the lender for a parcel owned by another person or entity renders the project not in the best interest of the District. All subordinations necessary for a pipeline extension project must be executed and effective prior to the start of construction.

In the event that a prospective participating owner cannot obtain subordination, they may submit a written request of appeal to the Administrative Practices Committee (APC), who may unanimously deny the appeal or forward the appeal to the Board of Directors with recommendations. If the APC unanimously denies the appeal, the applicant may make a final appeal to the Board of Directors for a majority vote.

10.20.10 Funding Agreement

The owner(s) of each participating parcel must enter into a Funding Agreement as found in Form 10-F attached to these regulations. Special provisions may be added or other revisions made to the Funding Agreement form as found necessary by the District. The Funding Agreement will be recorded against the participating parcel.

Project design work will not begin until each of the participating parcels has executed a Funding Agreement, returned the agreement to the District, and the agreement has been filed with the County Clerk.

10.20.11 Project Cost Compilation and SEC Adjustment

Following completion of construction of the DFWLE facilities, project costs will be compiled. The District will analyze the project costs and issue a project-end Cost Accounting Report. The report will recalculate, among other program variables, the SEC, all based on actual project costs.

If the Cost Accounting Report indicates that total project costs require an SEC greater than the maximum SEC appearing in the Funding Agreement, the SEC will remain unchanged and the

District will pay the overrun. The District will not place further claim on participating parcels for the amount of the overrun.

If the Cost Accounting Report indicates that total project costs allow an SEC less than the maximum SEC appearing in the Funding Agreement, the District will adjust the SEC accordingly to the lower amount appearing in the report. The SEC will be included with the next water bill for each of the participating parcels.

10.20.12 Failure to Pay Treated Water Bill

Failure to pay a treated water bill as required in the Funding Agreement, including the SEC, will result in a delinquent account and subsequent notice of turn-off. Upon issuance of a turn-off notice, all delinquent amounts will become due and payable. Treated water service will remain off and the SEC will continue to accrue, along with all other appropriate and customary charges, until the account has been paid in full.

The Funding Agreement, once recorded, will provide authorization for the District to place a lien on the participating parcel for the purpose of collecting all delinquent water account charges, including the accumulated SEC.

10.20.13 Pre-Payment of Project Costs and Charges

Upon completion of construction, compilation of project cost, and final SEC adjustment (if required), a participating parcel may pre-pay all or a portion of its share of project costs including capacity and meter installation charges. Multiple pre-payments will be accepted without penalty from each participating parcel during the cost recovery period. Each pre-payment must be in an amount of at least 25% of the participating parcel's share. Pre-payment will result in a reduction of the cost recovery period for the participating parcel.

Upon receiving a qualified pre-payment from a participating parcel, the time allocated for cost recovery will be reduced. The number of billing periods by which the cost recovery period will be reduced will be determined by 1) dividing the pre-payment amount by the SEC amount, 2)

multiplying the results by the surcharge modifier declared by the Board of Directors, and rounding down to the nearest whole number. The fraction remaining, if present, will be 1) multiplied by the SEC, 2) divided by the surcharge modifier, and 3) the resulting dollar amount will be credited to the participating parcel's treated water account.

Upon any sale, conveyance, assignment, or other transfer of the PARCEL, excluding transfer to a spouse, immediate family member, or for the benefit of creating a trust for the current property owners, spouse, or immediate family member, any unpaid portion of the *Total Charge* will be immediately due and payable in full.

10.20.14 Subdivision of a Participating Parcel

Upon the subdivision of a participating parcel, the District will assign the existing treated water service account (including the SEC) to one of the newly created parcels or units. All other parcels or units created within the subdivision will be considered non-participating for the purposes of reimbursement. The District, when assigning the account, will favor one of the new parcels or units having adequate frontage on the DFWLE. This may result in the residence that enjoyed prior use of the account, being without treated water service.

10.20.15 Reimbursement

The District will collect reimbursement from any non-participating parcel or unit requesting treated water service which is connected directly to the DFWLE pipelines. The District will not collect reimbursement from non-participating parcels that have been granted a temporary service location (TSL). (Reference is made to the District's pilot TSL policy.) Reimbursement credits will run with the land.

The amount of reimbursement collected will be equal to that portion of the project costs assigned to each of the original participating parcels, less capacity and meter installation charges. Each of the original participating parcels, plus all parcels or units having paid reimbursement, plus the current parcel requesting service, will be credited an equal share of the reimbursement collected.

A participating parcel's reimbursement credit will be processed as a pre-payment of project costs and charges as described above in this Section. Those having paid reimbursement and those participating parcels with no cost recovery time remaining, will receive cash.

The owners of participating parcels and those having paid reimbursement are obligated to keep the District informed of their mailing address for the purpose of receiving available cash reimbursement credits.

Parcels or units required to paid reimbursement shall enter into a Reimbursement Payment Agreement the same as Form 10-G attached to these regulations. Special provisions may be added or other revisions made to the Reimbursement Payment Agreement form as found necessary by the District. The Reimbursement Payment Agreement will be recorded against the parcel.

No participating parcel or those parcels or units having paid reimbursement shall be credited reimbursement in excess of the original participating parcel's share of project costs, less capacity and meter installation charges.

Reimbursement provisions of this Section will be in effect through the end of each DFWLE project's 20 year cost recovery period.

eff. 02-22-12

SECTION 11

RAW WATER SYSTEM EXTENSIONS

11.01 GENERAL

11.01.01 Supplemental Definitions

(a) Extension. Includes any raw water system extensions, enlargements or improvements necessary to transport, store and/or deliver raw water. These improvements may include, but are not limited to, canals, ditches, pipelines, measuring and regulatory structures, pump stations, regulatory reservoirs and other necessary appurtenances.

(b) Developer. Any person desiring raw water service from the District, which service cannot be provided without an extension.

11.01.02 Purpose

The purpose of these Regulations are to provide for the orderly development and extension of the District's raw water system, to allow a means for developers to obtain some reimbursement for cost incurred in expanding the District's raw water system and to provide a method of compensating the District for added operation and maintenance costs.

11.01.03 Extension Review

Prior to approval of an extension of District's raw water system which will serve, or is contemplated in the future to serve, four or more parcels, a District review will be completed. This review, financed by the developer, will determine if it is in the best interests of the District to own and maintain the extension, and whether it will also be necessary for the developer to expand a portion of the existing District's raw water system, in order to provide raw water to the parcels desiring service.

11.02**PRIVATELY OWNED**

If after review it is determined that the extension is to remain in private ownership, the developer must make satisfactory arrangements with the District to assure that the extension is operated and maintained in an efficient manner.

The developer will also be required to submit to the District sufficiently developed plans on his proposed extension to determine if the extension will affect the operation or maintenance of the District's raw water system. If, in the opinion of the District, a conflict exists, the extension plans must be modified to District satisfaction. No water service will be allowed until a District field check confirms that the approved plans have been followed in constructing the extension.

It is the responsibility of the owner to operate and maintain the private extension at no cost to the District. Users who waste water, either willfully, carelessly, or due to defective or inadequate private extensions, may be refused services until the conditions are remedied. The District will not maintain private extensions, but may make emergency repairs at the expense of the owner. The District shall have access to the private extension in order to ensure compliance with these Regulations.

11.03**DISTRICT OWNED**

If the review determines that it would be in the best interest of the District to own the extension, the developer will be notified of this decision and will be required to follow the remaining portion of these Regulations.

Except as otherwise noted in these Regulations, all costs related to expanding and extending the District's raw water system to serve water to the developer's property are to be at the sole cost of the developer.

11.03.01 Capacity

All new extensions will have a minimum capacity of 5 cubic feet per second. The actual size of any new extension will be determined by the District based on design considerations and master planning determinations.

11.03.02 Other Design Considerations

The extension will be designed in accordance with District specifications. These specifications will include requirements for earth compaction, side slope stability, maximum allowed velocities, canal freeboards, berm widths and permissive radius curves and other details necessary to minimize operation and maintenance problems. The District will be the sole judge in determining the need for piped and lined sections of the extension, as well as other related structures.

11.03.03 Letter of Agreement

A letter of agreement between the District and the developer will be signed prior to review of the developer's plans. The letter of agreement will outline the procedure to be followed in allowing the developer to construct the extension. The developer must have the plans and specifications prepared by a licensed civil engineer. The plans and specifications must meet the District's approval. The developer will also provide a licensed civil engineer to act as the project engineer during the construction phase.

11.03.04 Plan Check and Inspection Fee

Plan check and inspection fees and deposits are stipulated in Section 10.03.02.

11.03.05 Conveyance Agreement

Upon written approval of the plans and specifications for the proposed extension, the developer must enter into an agreement with the District, which will ensure the District that construction of the extension will be in accordance with the District approved plans and specifications and to insure the conveyance of the extension to the District after its completion. Standard provisions covering a labor and material bond, maintenance bond, insurance and other requirements are

shown in Form 10-A. Special provisions may also be added to the agreement, as found necessary by the District.

11.03.06 Performance Guarantee

The District may require the developer to furnish, prior to the start of construction, a performance guarantee as discussed in Section 10.03.04.

11.03.07 Construction

The extension must be constructed by a Class A California Contractor retained by the developer. The District Engineer, or his representative, will inspect the work for compliance with the approved plans, specifications and District standards.

The developer will assume the cost of engineering and inspection services.

11.03.08 District Acceptance

Upon completion of construction and compliance with all the terms and conditions of the conveyance agreement, and payment of all District plan check and inspection costs, the District will accept conveyance and title of the extension. The District will then own, operate, maintain, repair and replace the improvements, except as specified during the maintenance warranty period. Upon District acceptance of the extension, the developer may apply for water service.

11.03.09 Operation and Maintenance Considerations

If, at the time the extension review takes place, it is determined by the District that the District could not justify absorbing the additional operation and maintenance costs incurred because of the extension, arrangements to the District's satisfaction must be made so that customers from the extension would pay not only the standard water rates, but also an incremental charge based on actual operation and maintenance cost of the extension. These arrangements may include formation of an improvement district formed in compliance with Section 23600 of the California Water Code, or special district that the District may legally contract with, to enable the District to

be reimbursed for extension operation and maintenance costs. Final arrangements will be spelled out in the conveyance agreement.

eff. 6/11/03

11.03.10 District Financial Participation

The developer may request, prior to consummation of a conveyance agreement, that the District participate financially for any portion of extension upsizing required by the District for future needs as opposed to developer's needs. In the case of an extension, a capacity less than 5 cubic feet per second, as discussed in Section 11.03.01, will not be considered adequate for the developer's needs.

Final determination of District participation will be made by the Board after review of the financial priorities of the District and included in the conveyance agreement.

11.03.11 Front Footage Reimbursement

The District will collect a front footage charge, where applicable, before granting a water service to premises which lie along, and may be served directly from, any extension installed under the provisions of these Regulations. The front footage charge of an extension shall be in effect for a period of twenty years from the date of execution of the agreement between the applicant and the District.

The front footage charge shall not be applied more than once to any premises. Except for unusual conditions, premises already served at the date of installation of the extension will be excluded in determining the front footage charge, even though service may be made from the extension. The front footage charge will be determined by dividing the cost of the extension by the front footage of all premises which lie along and may be served directly from the extension. The cost of the extension shall be considered to be the Developer's out-of-pocket expenses directly and solely related to the installation of the extension, as determined by the District. The Developer's on-site improvements will be excluded from the cost of the extension.

rev. 8/22/06

SECTION 12

INTERFERENCE WITH DISTRICT FACILITIES

12.01 UNLAWFUL ACTS

For the protection of public water supplies, many offenses are by State Law made misdemeanors for which the offender may be criminally prosecuted. Attention is called to the following section of the Penal Code, making it illegal to interfere with or take water from any District conduit, without permission of the District, or to dump rubbish, filth, or any substance into a District conduit.

Section 498 — Stealing water, taking water without authority, or making unauthorized connections.

Section 625 — Taking water after works have been closed or meter sealed.

Section 592 and 627 — Interference with pipelines or conduits.

Section 607 — Injuring tanks, flumes, reservoirs, etc.

Section 624 — Breaking, cutting or obstructing pipes, etc.

12.02 ABATEMENT OF NUISANCE

No material affecting the quality of water shall be placed, dumped or be permitted to drain into a District conduit or reservoir. Obstructing the flow of water, scattering of noxious weeds, plants or grasses where it can roll, slide, flow, be washed or blown into a District conduit or reservoir is prohibited. All septic tanks, leach lines and structures must meet county conduit setback and

permit requirements, as well as the District encroachment permit provisions set forth in Section 14 of these Regulations. Violations of these requirements will subject offender to criminal prosecution.

12.03 DAMAGE TO DISTRICT PROPERTY

Any damage occurring to a District facility, or any property of the District, caused by a water user or any other person, must be paid for by that party.

12.04 UNAUTHORIZED TAKING OF WATER

Unauthorized connections, or the taking of water in an amount greater than applied for, and paid for, by any means, is subject to prosecution. For the first offense, water illegally taken will be billed at District rates and a penalty as shown in Schedule 12-A shall be assessed. For the second offense, the water illegally taken will be billed at double District's rates; and a penalty as shown in Schedule 12-A shall be assessed. In addition, the water service application will be conditioned for a three year period; and during this period, if these Regulations are not complied with, the service outlet will be removed and water service terminated. The foregoing shall be in addition to the right of criminal prosecution and the right to refuse service.

SECTION 13

ACCESS, RIGHT-OF-WAY AND PROPERTY MANAGEMENT

13.01 SUPPLEMENTAL DEFINITIONS

13.01.01 Private Road

Any road which does not fall under the jurisdiction of a public entity.

13.01.02 Road Maintenance

Any work which entails the improvement of the drainage system and/or improvement in the traveling surface of the road.

13.01.03 Prescriptive Easement

The rights adhering to the District due to open, continuous and notorious use of land for a period of longer than five years, prior to 1972.

13.01.04 Spill Channels

Drainage ways, randoms, canals, or ravines utilized by the District to spill waters from raw water facilities on a routine and/or emergency basis. Most spill channels are natural drains, or similar topographic features that convey water.

13.01.05 Land Acquisition

The act(s) by which the District procures its rights to the use of real property. Such rights may be temporary or permanent, and may be procured either for agreed upon consideration through purchase, or by dedication or donation, or, by prescription.

13.01.06 Acceptance

Written acknowledgment of the District recognizing and approving its receipt of rights in real property, often used to authorize recordation by the County Recorder of the instrument evidencing District's title. Acceptance of the grant of real property, including an easement,, is required for the transfer to be recorded and completed.

13.01.07 Consent

An acknowledgment by the holder of an encumbrance agrees that its encumbrance is junior in priority to the interest in real property to be acquired by the District, such that a foreclosure or similar action on its encumbrance will not extinguish the real property rights to the District.

13.01.08 Dedication

An implied or written grant of land, including an easement, to the District by a person or entity. Written offers of dedication are typically part of, and a condition of, a real estate development for use by the District for the installation and maintenance of its facilities needed to serve the public, including the development. A dedication is considered an offer, and is not complete, until such time as it is accepted by the District.

13.01.09 Easement

The right to use a described portion of, or interest in, the real property of another for a specific purpose.

13.01.10 Encumbrance

A general term for any claim, lien, or security interest in a parcel of real property which clouds the title and poses a risk to those that take an interest in the same parcel that is "later in time". Examples include but are not limited to: mortgages, deeds of trust, recorded abstracts of judgment, unpaid real property taxes, tax liens, mechanic's liens, easements, and water or timber rights.

13.01.11 Grant

The act of transferring all title, or a more limited interest in, real property from a title holder or holders (grantor) to another (grantee). Also refers to the document memorializing the act (typically a Deed) or the effect of the transfer of rights to the District.

13.01.12 Real Property

All land, including structures that are firmly attached and integrated equipment (such as light fixtures or a well pump), anything growing on the land, and all "interests" in the property. Land and all the things that are attached to it. Real property is of a permanent and immovable nature.

13.01.13 Real Property Rights

The power, entitlement, and authority to use real property for some or all of its authorized purposes, including the right to own, sell, convey it, or to authorize encumbrances to it. Such rights may be characterized in terms of, but not limited to, fee ownership or easements.

13.01.14 Subordination

Agreement by the holder of a senior encumbrance, debt or claim, to take a junior position behind a District easement such that foreclosure on said encumbrance will not result in the loss of the District's easement.

rev. 6/11/03; eff. 7/27/11

13.02 ACCESS TO FACILITIES AND LAND

13.02.01 District Access

By applying for or receiving water service from the District, each water user irrevocably licenses the District and its authorized employees and agents to ingress and egress over and across water user's lands by means of roads and lanes thereon, if available, otherwise by such route or routes as shall cause the least practicable damage and inconvenience to the water user. Such right of ingress and egress shall not extend to any portion of said lands which is isolated from District facilities by any public road or highway now crossing or hereafter crossing said lands. If any portion of said lands is or shall be subdivided and dedicated roads or highways or such portion extends to District facilities, the right of ingress and egress on said portion shall be confined to such dedicated roads and highways. This right shall be for the purpose of inspection, examination, measurements, surveys or other necessary purposes of the District, with the right of installation, maintenance, repair, replacing, control and regulation of all meter, measuring devices, gates, turnouts, canals, pipelines or other structures necessary or proper for the transportation, distribution, storage or measurement of water. Means of access shall be by foot, vehicles and equipment operated or under the control of the District.

13.02.02 Private Facilities

District employees and representatives of the federal, state and local authorities shall have the right of ingress and egress of the customer's premises at reasonable hours for any purpose reasonably related to the furnishing of water service and the exercise of any and all rights secured to it by law, or these Regulations, including inspection of the water user's piping and equipment as to compliance. The water user shall provide and maintain reasonable access to all such equipment.

13.02.03 Land Surveys

Pursuant to Government Code Section 22229, District employees shall have the right to enter upon any land to make surveys and determine the location of any facility thereon and for surveys and investigation of soil conditions prior to the commencement of property acquisition.

13.03 PRESCRIPTIVE EASEMENTS

The District has, through operation of its system and long continued use, acquired certain property rights in lands within the District. These rights normally pertain to the use of canals, ditches, water lines and roads, which usage has been developed over a substantial period of time.

13.04 SPILL CHANNELS

The District has the right to utilize natural watercourses, ravines, and randoms, for the transmission of District controlled water, or for use for spillage or excess of storm water runoff. The use of such natural watercourses can take place at any time and without notice to the affected property owners. No construction should take place within the bed or banks of a natural watercourse or random without determining the extent and frequency of District use of said watercourse, if any.

13.05 PRIVATE ROADS

13.05.01 Routine Use

The District shall not provide road maintenance on private roads except as required for District vehicles and equipment which may use the road on a routine basis for ingress and egress

purposes. Road maintenance by District shall be limited to that required to keep it in a usable condition for District use only.

13.05.02 Specific Damage

When specific, identifiable damage is done to a private road by District's vehicles or equipment, the District shall restore the road to an equal condition as existed on the day prior to being damaged.

13.05.03 District Contribution

Any request for District participation to the cost of maintaining private roads must be made in writing and directed to the General Manager. The written request must contain information as to the road mileage involved, type of surface to be maintained, and the amount being requested from the District. Upon approval of the General Manager to contribute towards the road maintenance, the following formula will be used to compute the District's participation. The mileage shall be based on the preceding year's usage. The formula shall be reviewed every 5 years.

$$\text{Miles per trip} \times \text{trips per day} \times \text{number of days per year} =$$
$$\text{Mileage per year} \times 10 \text{ cents} = \text{District Contribution}$$
$$\text{Minimum} = \$50.00 \quad \text{Maximum} = \$300.00$$

eff. 6/25/97; rev. 6/11/03

13.05.04 Right-of-Way Agreements

Nothing in these Regulations shall supercede or contradict any responsibilities of the District regarding maintenance of private roads which have been set forth in valid right-of-way agreements.

13.06 DISTRICT ROADS

Any roadway within a District easement, even though the roadway may be used by others, shall be maintained only to a condition as required for the District's use. In the event that these roads may be upgraded by other parties for their use, the District will not be responsible for damages to

this road surface by District vehicles or equipment. Restoration of the road surface shall be at the sole discretion of the District for the use of District equipment and vehicles.

13.07 QUITCLAIMS

Parcels of land can be encumbered with easements granted the District which contain no facilities. Application may be made to the District on Form 13-A to quitclaim an easement back to the landowner.

A non-refundable fee of \$250.00 is due at the time of application. The District will review the application, and if approved, will process a quitclaim deed. Prior to recording the deed at the appropriate county clerk's office, the applicant must pay the recording fee.

eff. 12/12/90; rev. 6/11/03, 10/27/10

13.08 EASEMENTS ON DISTRICT LANDS

Procedures for applying for easements on District lands is the same as outlined in Section 13.07. In addition to the non-refundable fee of \$250.00, a payment for the value of the easement, as determined by the District will be required.

eff. 12/12/90

13.09 ABANDONMENT OF RAW WATER FACILITIES

13.09.01 General

The following regulations are to be followed by the District when considering raw water facility abandonments.

Abandonments are normally considered for facilities where operation costs greatly exceed revenue due to use by a limited number of customers, relocation of new facilities, and for facilities in urbanizing areas. Facilities in the second category are associated with problems involving water quality degradation, seepage, maintenance and public safety if open canal sections exist.

eff. 6/11/03

13.09.02 Resolution of Intention to Abandon

A proposed resolution will be prepared and made available for public review, along with related documents or studies pertaining to the abandonment. A public hearing will be held pursuant to District procedures to consider adoption of the resolution. A fourteen day minimum notification period for the hearing will be required. All current District customers receiving water service from the affected facility will also be notified by direct mailing of the hearing date. The Board, at the hearing, shall consider all the evidence presented, along with any necessary environmental documentation. If the Board determines at the hearing that the facility should be abandoned, it will adopt the resolution.

eff. 6/11/03

13.09.03 Resolution of Facility Abandonment

After all necessary modifications, replumbings and other related work necessary to allow abandonment of the facility is completed, the Board will consider adopting this resolution, which will declare the abandonment of the facility and all related unneeded easements. The resolution will be recorded with the appropriate County Clerk.

eff. 6/11/03

13.09.04 Current Customers

The District, at no initial cost to the customer, will provide all current inside District customers on the facility to be abandoned, an alternate water supply in a manner as determined by the District. Future operation and maintenance costs associated with private facilities necessary for the new water supply plus water charges, if any, will be the financial responsibility of the customer. In cases where a treated water supply is provided in place of the raw water supply, the customer may elect the option of being charged on the same raw water rate schedule in effect prior to the facility abandonment with no increase in water deliveries allowed. This option will

terminate two years after the resolution of facility abandonment is adopted, and the customer will then be charged the appropriate treated water rate.

eff. 6/28/89; rev. 6/11/03, rev. 07/28/11

13.10 SUBORDINATION OF REAL PROPERTY RIGHTS

In the course of District acquisition and acceptance of a grant of real property rights, the District shall purchase title insurance to confirm the status of the title, and obtain subordination agreements from the holders of senior encumbrances, debts or claims that may potentially extinguish or limit the District's rights.

When a developer provides real property rights to the District for District facilities, the Developer shall secure acceptable subordination agreements and title insurance for the District.

Real property acquisition may consist of a grant of a parcel of land or a lesser right, such as easement rights in a parcel of land for use as a road or water conveyance facility. An example of a subordination agreement would be a lender agreement that its prior interest in the property will be subordinate to the easement or other interest provided to the District. The intent of this rule is to protect the District from the potential loss of real property rights, by an event such as the lender foreclosing on its prior lien, after the conveyance to the District, effectively allowing the lender to take free and clear of the District's easement.

The General Manager may modify or waive the requirement to obtain subordination including title insurance, in those circumstances where it is determined that the value of the District's interest is so small as to render such documentation economically unreasonable; the risk of foreclosure is so small that it is not considered a realistic risk; and/or the lender or senior lienholder provides the District with alternative assurance that the District's easement will not be disturbed satisfactory to the General Manager.

eff. 07/27/11

SECTION 14

PHYSICAL ENCROACHMENTS TO DISTRICT FACILITIES

14.01 SUPPLEMENTAL DEFINITIONS

14.01.01 Physical Encroachments

Includes, but is not limited to, structures such as buildings, bridges, culverts, fences, pipelines, underground or overhead wires, roads, landscaping, which either cross, or lie within District rights of ways, or which become so close or near to District rights of ways, as to unreasonably interfere or potentially interfere with the District's operation of its facilities or with necessary improvements or reconstruction of its facilities.

eff. 2/26/86

14.01.02 Authorization

Authorization for encroachment construction issued by the General Manager allowing the construction of a physical encroachment subject to the terms and provisions of the authorization.

eff. 6/11/03

14.01.03 Encroachment Permit

A permit issued by the General Manager authorizing the existence of a permanent physical encroachment, subject to the terms and provisions of the permit.

eff. 6/11/03

14.01.04 Permittee

Any person issued an encroachment permit by District.

14.01.05 Unauthorized Physical Encroachment

A physical encroachment for which an encroachment permit or authorization has not been issued.

14.02 AUTHORIZATION

14.02.01 Preconstruction Requirements

Prior to the construction or installation of any physical encroachment, the person causing the construction, or installation of a physical encroachment, shall first make application to obtain authorization from the District (Form 14-A).

14.02.02 Construction Work

The construction and installation of any physical encroachment shall be performed in accordance with District approved plans and specifications and subject to the approval of the General Manager. The District reserves the right to inspect the installation or construction at any time. Applicant shall assume and pay all costs and expense of constructing and installing the physical encroachment and shall clean the area or ground in which the physical encroachment exists, in a manner satisfactory to the District. Should the applicant fail to complete construction and installation of the physical encroachment to the District's satisfaction and approval, then the District may, at its option, either complete the construction and installation of the physical encroachment, or cause the removal of the physical encroachment. Should this be necessary, the applicant shall bear all cost and expense for labor, materials, and supplies associated with such work.

eff. 6/11/03

14.02.03 Water Outage Necessary for Construction

Prior to commencing construction and installation of any physical encroachment which shall lie within, or cross over District facilities to such an extent as to cause a muddy water condition, fluctuation, or interference in any manner with the flow of water in District facilities, applicant shall request District, in writing, for an interruption in the flow of water through District facilities, commonly referred to as a "water outage." District may arrange with the applicant to provide a water outage at such time as is convenient to the District. Applicant shall provide District with at

least 10 days advance notice of his plan to construct, or install a portion of the physical encroachment within District facilities causing the interruption, or interference with water flow, so that the District may plan for an outage. If, in the District's opinion, the outage will cause a significant cost to the District, the applicant will be required to pay such costs.

14.03 ENCROACHMENT PERMITS

14.03.01 Issuance

The General Manager may issue an encroachment permit following the construction and installation of a physical encroachment, all in conformance with the terms and provisions of the authorization. The encroachment permit shall provide for the existence of the physical encroachment subject to the conditions, terms and provisions set forth in the permit and the Regulations of the District. See Form 14-B.

eff. 6/11/03

14.03.02 Maintenance of Physical Encroachment

It shall be the applicant, or permittee's obligation to maintain, repair, operate and replace the physical encroachment at all times at said applicant's, or permittee's sole cost and expense. All maintenance, operation, repair and replacement work performed upon the physical encroachment shall be conducted in a manner and to a condition satisfactory to the General Manager. If, in District's sole discretion, improvements, expansion or reconstruction of District facilities is required, the permittee, at permittee's sole expense shall be required to improve, reconstruct or remove the encroachment facilities as required to permit the performance of the District work. Should the permittee neglect, fail to promptly make repairs, or perform maintenance at permittee's sole cost, District may make such repairs, or replacement, or perform such maintenance as is necessary, or remove the physical encroachment and the cost shall be paid by the permittee.

eff. 2/26/86; rev. 6/11/03

14.03.03 Revocation

District may revoke or cancel the encroachment permit upon giving notice to permittee of District's intent to cancel, or revoke the permit and upon giving the permittee an opportunity to be

heard regarding the cause of revocation or cancellation. Should permittee fail to file a written request for hearing with District regarding the proposed revocation or cancellation of permit, within 10 days of District's providing notice of District's intent to cancel or revoke the permit; then such permit shall be deemed revoked or cancelled. Should permittee file a written request for a hearing with District, then District shall set a time and place for the hearing and provide notice to permittee. District shall, within 10 days subsequent to the hearing held regarding cancellation or revocation, provide written notice to permittee of District's decision to revoke or cancel the permit or to maintain the permit together with the conditions of the permit in full force and effect.

14.04 UNAUTHORIZED PHYSICAL ENCROACHMENT

14.04.01 Notification and Penalty

District shall exercise due diligence to determine the owner of the unauthorized physical encroachment and upon such determination, District shall notify the owner of the unauthorized physical encroachment, in writing, of the owner's need to make an application for the issuance of either an authorization and/or an encroachment permit, as deemed appropriate by the District. Such notification shall be delivered by District to the owner of the unauthorized physical encroachment by registered mail, return receipt, and should 14 days expire from the time the District deposits notification to the owner in the mails without the owner making proper application to the District, then the District may remove or cause the removal of the unauthorized physical encroachment at the owner's sole cost and expense. Upon removal, District shall send a bill for services rendered in removing the encroachment to the owner of the encroachment to be paid within 30 days of District's mailing the bill for services rendered. Should the District determine that the owner of the unauthorized physical encroachment refuses to either remove the encroachment, or make proper application, then the District may assess a penalty of \$100.00 against the owner of the unauthorized encroachment in addition to any other remedies provided herein.

In the event that an encroachment permit, or similar agreement, is obtained and recorded with the title to the affected parcel of land, the District may participate in the cost of the removal and/or replacement of a culvert.

In addition, in cases where the owner of an unauthorized culvert refuses to remove the unauthorized obstacle, or does not respond to the District's Notice, and, in the opinion of the General Manager, removal of the culvert is not practical, the District shall remove and replace the culvert in accordance with District Standards at the owner's sole cost and expense; in that case, the District shall send a bill for material, equipment and services to the owner of the encroachment.

eff. 2/26/86, rev. 5/23/07

14.04.02 Immediate Threat to District Facilities

Should the District determine that the unauthorized physical encroachment is an immediate threat to the safe operation of District facilities, the District shall exercise due diligence to determine the owner of the unauthorized physical encroachment and upon making such determination, District shall exercise due diligence to notify the owner to immediately cause the removal of the unauthorized physical encroachment. Should the District determine that the owner of the unauthorized physical encroachment refuses to remove such encroachment, then the District may assess a penalty charge to be levied against the owner of the encroachment and the District may either remove, or cause the removal of the unauthorized physical encroachment, at the sole cost and expense of its owner. Should District be unable to notify owner of the need to immediately remove, or cause the removal of the unauthorized physical encroachment, District may remove, or cause the removal of the unauthorized physical encroachment, at the sole cost and expense of owner.

eff. 2/26/86; rev. 6/11/03

14.05

DOCKS

14.05.01 Scope

This subsection applies only to the construction and maintenance of docks on District property by persons having pre-existing rights under deeds or contracts to which the District is a party, or persons applying under dock authorization programs approved by resolution of the Board of Directors. If the deed, contract or program which authorizes a dock on District property requires public access, the permittee must allow such access (as specified in the permit); however, the issuance of a dock encroachment permit, Form 14-D, does not confer any right to conduct commercial activities on District property. All dock encroachment permits shall be subject to the District's rights and powers to operate its dams and reservoirs for District purposes, including the right to draw down the water level below dock elevations. Permittees must comply with all applicable federal, state and local laws, regulations and ordinances. The adoption of these regulations does not constitute an acknowledgement by the District that any particular persons or lands have right to construct and maintain docks on District property.

eff. 3/10/93; rev. 8/13/03

14.05.02 Supplement to General Encroachment Regulations

The provisions contained herein are intended to supplement the general physical encroachment regulations of the District to provide specialized requirements with respect to docks to be allowed on District property. Therefore, the provisions contained herein shall prevail over any inconsistent provisions in the general physical encroachment regulations.

eff. 3/10/93; rev. 8/13/03

14.05.03 Application Requirements

(a) An application for a dock permit shall at a minimum include the following:

Completed dock Encroachment Permit Application Form 14-C; the submittals to accompany this Application shall be as follows:

(b) A site plan indicating the proposed location of the dock/gangway and dock approach, and an elevation sketch that depicts the visual appearance of the dock;

(c) Plans and specifications for the dock, gangway and associated facilities, including a description of the method of securing them in-place, and proof of engineering satisfactory to the District including standard commercial products designed for and commonly used in this application;

(d) A list of material types to be used in the dock, gangway and associated facilities.

(e) If the application is made under a program approved by the Board of Directors to issue permits for existing docks, it shall include photographs of the existing dock/gangway, and construction details including a list of materials used;

(f) Evidence of proper insurance coverage; and

(g) Application fee.

eff. 8/13/03; rev. 4/14/04

14.05.04 Requirements for Dock Location, Design and Installation

(a) Dock Location and Capacity. Docks will be permitted only for those parcels in existence at the time of board resolution and regulation adoption, and adjoining the District's lakeside property and shall be located adjacent to the parcel served. Only one (1) dock will be permitted for each such parcel. Upon approval of the District, combined docks may be constructed to serve multiple parcels. The docks shall be designed, constructed and operated to accommodate no more than two (2) watercraft for each parcel served. The Board of Directors may specify supplemental dock criteria when adopting a resolution authorizing docks on a particular reservoir.

(b) Dock/Gangway Dimensions. In each area where docks are permitted, the District, after consultation with the appropriate safety authorities, shall establish the limit lines, not to exceed forty (40) feet from the high water line/spillway elevation, on the maximum intrusion of docks into the reservoir. Docks shall be designed in such a fashion as not to exceed the limit lines established by the District. The maximum area occupied by individual docks shall not exceed three hundred twenty (320) square feet including the slip area between fingers, and any ramps for

personal watercraft. The maximum dimension (length or width) shall be twenty-four feet. Gangways shall be construction with a minimum width of thirty-six (36) inches and a maximum length of twenty (20) feet. The Board may allow variances from the limit lines and gangway lengths upon a finding that the proposed variance is not contrary to the best interests of the District.

(c) Materials.

Structural: The main support structure for Docks/Gangways shall be constructed with an aluminum frame or other material as approved by the District.

Decking: Decking material for Docks/Gangways shall consist of one or more of the following:

Aluminum with ribbed, knurled, sand blasted surface

Trex wood-polymer composite decking (wood fibers and plastic)

Timber-tech composite decking (recycled wood and synthetic materials)

PVC vinyl extruded decking (polyvinyl material)

Or equal as may be approved by District

Coatings: Paints, preservatives and other materials shall be compatible with the aquatic environment.

Flotation: Only floating docks will be permitted. Polystyrene foam filled polyethylene, aluminum tubs or equivalent shall be used for flotation.

Mooring: All materials used in mooring docks, gangways and associated facilities shall be approved by the District.

(d) Licensed Contractor. The docks, gangways and associated facilities shall be installed by properly licensed contractors in accordance with District approved plans and specifications.

(e) Structures and Appurtenances. Dock Whips, Safety Ladders and Personal Watercraft Docks shall not be constructed without District approval. No permanent structures, gazebos or swim slides will be allowed.

(f) Identification. Each dock shall be equipped with a metal plate readily visible from the lake, for placement of an identification tag issued by the District.

(g) Variances. If the application is made under a program approved by the Board of Directors to issue permits for existing docks, the Board may allow variances from the foregoing requirements for dock location, design and installation.

eff. 8/13/03; rev. 4/14/04

14.05.05 Safe Siting

The District reserves the right to deny an application for a dock encroachment permit if the District determines, in its sole discretion, that the proposed dock will pose an unreasonable risk of injury, death or property damage to members of the public lawfully using the reservoir; or will be inconsistent with the proper operation of the reservoir including but not limited to its operation for recreational purposes.

The District may require permit holders to provide and maintain appropriate signs, marker buoys, log booms and other safety features (herein "associated facilities") to reduce the risk of injury, death or property damage in connection with the permit holders' docks.

eff. 8/13/03; rev. 4/14/04

14.05.06 Other Approvals

If the applicant requests a permit for construction of a dock or gangway not in compliance with material or specifications as stated in Section 14.05 the applicant shall be responsible for preparing documentation and supplying information sufficient to comply with the California Environmental Quality Act. The applicant shall be responsible for paying any/all fees of any reviewing agencies. To the extent, if any, that other agencies have jurisdiction to approve or disapprove the construction of the proposed dock, the applicant shall be responsible for compliance with their requirements.

eff. 8/13/03

14.05.07 Insurance

Each dock encroachment permit holder shall at all times maintain liability insurance coverage covering any dock, gangway and associated facilities so permitted. Such insurance shall contain the following coverage:

(a) Minimum \$500,000 for individual docks serving individual parcels.

(b) Minimum \$500,000 each parcel under separate ownership for joint-use docks serving separately owned parcels.

(c) Minimum \$1,000,000 for docks serving multiple parcels under the same ownership.

The District reserves the right to require coverage commensurate with increases in cost-of-living indices from time to time. The District and any lessee or concessionaire on the reservoir shall be named as additional insureds on any such policy. The permit holder shall deliver to the District a certificate of insurance verifying the required coverage.

eff. 8/13/03; rev. 4/14/04

14.05.08 Reservoir Use Fees

If the dock is constructed on a reservoir which is managed by the District, or a lessee or concessionaire, watercraft owners or operators using the reservoir shall pay the same amount as the Season Pass per slip (i.e., per watercraft) as charged by the District, a lessee or concessionaire for other watercraft using the reservoir. The watercraft owners shall not be subject to mooring fees unless using the mooring facilities of the District, a lessee or concessionaire. The Season Pass Fee shall be due and payable at the beginning of each calendar year.

eff. 8/13/03

14.05.09 Fees

The District will establish from time to time reasonable application fees, permit fees and renewal fees for docks subject to these regulations, which shall be the responsibility of the applicant/dock owner to pay.

eff. 8/13/03

14.05.10 Revocation of Permit

Dock encroachment permits may be revoked only for good cause, and after notice and opportunity to be heard, as provided in Section 14.03.03. Good cause shall mean a failure or refusal to correct violation of the requirements of this subsection and any applicable requirements of Section 14 within a reasonable time after notice of violation. Good cause shall also mean the existence of conditions creating unreasonable risk of injury, death, or property damage to members of the public lawfully using the reservoir, which conditions cannot otherwise reasonably be mitigated.

Upon revocation of a dock encroachment permit, the dock, gangway and associated facilities shall be treated as an unauthorized encroachment subject to the removal provisions of Section 14.04.

eff. 12/9/92; rev. 8/13/03; rev. 4/14/04

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NEVADA IRRIGATION DISTRICT

REQUEST FOR NEW TREATED WATER SERVICE

This is an information route sheet. It is not your application and no money will be accepted until the application is signed and returned to the office. This form is void 90 days from date of issue unless service application is processed during that period. Please complete the following information.

Date: _____
 Owner's Name _____ Phone _____
 Mailing Address _____
 Contractor/Representative _____ Phone _____
 Mailing Address _____
 APPLICATION MUST BE SIGNED BY OWNER. Mail _____ Call when ready _____
 Parcel Number _____ County: ☐ Nevada ☐ Placer
 Subdivision _____ Lot: _____ Unit: _____
 Property Address _____ Improvement District: _____

Service Size Requested: ☐ 5/8 Inch ☐ 3/4 Inch ☐ Other-specify _____
☐ Relocation ☐ Installed with Fire Service-Size _____
(PLEASE ATTACH FORM 8-B)

Type of Service Requested:

- | | |
|--------------------------|-----------------------|
| a) Residential | Number of units _____ |
| b) Commercial/Industrial | Number of units _____ |
| c) Name of business | _____ |
| d) Type of service | _____ |
| e) Other-specify | _____ |

Will there be material dangerous to health or toxic substances used on property? If yes, type of substance(s) _____ ☐ Yes ☐ No

Does an auxiliary water supply exist? ☐ Yes ☐ No

If yes, indicate type: ☐ Well ☐ Spring ☐ Ditch ☐ Other _____
 Will you keep your auxiliary water supply? ☐ Yes ☐ No Which one? _____

How are property corners fronting the pipeline identified? _____
 These corners must be clearly marked and visible from the street to insure correct placement of meter. Route sheet cannot be processed unless corners are identified.

If Commercial:
 Will there be a multi-story building on property? ☐ Yes ☐ No

We certify that the foregoing statements are true and correct and that no changes will be made in the use of the described property until the Nevada Irrigation District has been notified. I understand that if changes are made which require a modification of the service connection, the District has the right to discontinue service until the modification of the service connection has been made.

Signature of Authorized Representative _____
Signature of Property Owner _____ Date _____

Note: Owner's signature required on route sheet. All information must be completed prior to processing.
Unless otherwise requested, all services will be installed at the on-rate.

FOR DISTRICT USE ONLY

CUSTOMER SERVICE DEPARTMENTIs property fronted by a District Main? ☐ Yes ☐ No

If yes, system name _____

Size _____ Type _____

If no, has a variance been granted? ☐ Yes ☐ No

Date granted _____

County encroachment permit needed? ☐ Yes ☐ NoWater pressure at District Service point (approximate psi) _____
(Determine actual psi in field if approximate psi is less than 25 psi)

Location of service point:

Field checked ☐Predetermined ☐

Field checked by _____ Date _____

OPERATIONS DEPARTMENTBackflow prevention device needed? ☐ Yes ☐ No

Type of device _____ Size _____ Model _____

Reason _____
By _____ Date _____Is property covered under the Railroad Commission Policy? ☐ Yes ☐ No**RIGHT-OF-WAY DEPARTMENT**Will right of way be needed from water main to meter location? ☐ Yes ☐ No

If yes, remarks _____

Applicant notified of right-of-way problem? ☐ Yes ☐ No By: _____ Date: _____**CUSTOMER SERVICE DEPARTMENT**

Connection fees \$ _____

Backflow Fee \$ _____

Standby fee/factor \$ _____

Other \$ _____

Fire Service Fees \$ _____

(standby factor) _____ to _____

Application mailed by _____

Standby account number _____

Reimbursement agreement ☐ Yes ☐ No

Improvement District _____

Inside District ☐ Yes ☐ No Tax Area Code _____**TOTAL COSTS DUE \$** _____

Date _____

MAINTENANCE DEPARTMENT

Size _____ Meter Serial # _____ Backflow Device # _____

METER CORP. STOP ON ☐ OFF ☐

Installed by _____ Date _____ Meter reading _____

When service is installed, return to: 1) Operations 2) Customer Service

NEVADA IRRIGATION DISTRICT

REQUEST FOR TRANSFER OF DOMESTIC WATER SERVICE
INFORMATION ROUTE SHEET

DATE: April 13, 2012

NAME (Owner): _____

PHONE: _____

MAILING ADDRESS: _____

ACCOUNT _____

METER SIZE: 5/8

NUMBER: _____

PARCEL _____

NO.: _____

SUBDIVISION _____

LOT _____

UNIT _____

PROPERTY GENERAL LOCATION – Street _____

Address _____

EXISTING BACKFLOW PREVENTION DEVICE _____ YES ☐ NO ☐☐ SERVICE ON "OFF RATE" - Signed application & route sheet still required.

PLEASE VERIFY, AND CORRECT IF NECESSARY, THE ABOVE INFORMATION

PLEASE FILL IN THE FOLLOWING INFORMATION:

TYPE OF SERVICE:

(a) Residential

Number of Units _____

(b) Commercial/Industrial

Number of Units _____

(c) Other

Specify _____

Will there be any chemicals, toxins or material dangerous to health used on the property?

YES _____ NO _____ If yes, type of chemicals _____

Will there be, or does an auxiliary water supply exist?

YES _____ NO _____

Well _____ Spring _____ Ditch _____ Surface _____ Other _____

Will there be any substance handled under pressure on the property? YES _____ NO _____

If yes, explain (i.e.: pumped sewage, steam cleaner, hydromatic pump, etc) _____

If Commercial/Industrial: Type of business _____

Name of business _____

Is there a multi-story building on property? _____

YES _____ NO _____

The approximate P.S.I. at the service location is: _____

I acknowledge the above and certify that the foregoing statements are true and correct and that no changes will be made in the use of the described property until Nevada Irrigation District has been notified. I understand that if changes are made in the use of the property which require modification of the service connection, the District has the right to discontinue service until the modification of the service connection has been made.

SIGNATURE OF OWNER/APPLICANT _____

DATE _____

PLEASE SUBMIT WITH APPLICATION

NEVADA IRRIGATION DISTRICT

Form 4-B.2

REQUEST FOR TRANSFER OF DOMESTIC WATER SERVICE INFORMATION ROUTE SHEET

DATE: April 13, 2012

NAME (Owner):

PHONE: _____

MAILING ADDRESS: _____

ACCOUNT

METER SIZE: 5/8

NUMBER:

PARCEL

NO.:

SUBDIVISION

LOT

UNIT

PROPERTY GENERAL LOCATION – Street
Address

EXISTING BACKFLOW PREVENTION DEVICE YES ☐ NO ☐

☐ SERVICE ON "OFF RATE" - Signed application & route sheet still required.

PLEASE VERIFY, AND CORRECT IF NECESSARY, THE ABOVE INFORMATION

PLEASE FILL IN THE FOLLOWING INFORMATION:

TYPE OF SERVICE:

(a) Residential

Number of Units _____

(b) Commercial/Industrial

Number of Units _____

(c) Other

Specify _____

Will there be any chemicals, toxins or material dangerous to health used on the property?

YES _____ NO _____ If yes, type of chemicals _____

Will there be, or does an auxiliary water supply exist?

YES _____ NO _____

Well _____ Spring _____ Ditch _____ Surface _____ Other _____

Will there be any substance handled under pressure on the property?

YES _____ NO _____

If yes, explain (i.e.: pumped sewage, steam cleaner, hydromatic pump, etc) _____

If Commercial/Industrial: Type of business _____

Name of business _____

Is there a multi-story building on property?

YES _____ NO _____

It is understood that service provided under this application is in a high pressure water area. For your protection be sure an adequately sized pressure relief valve is installed on your service. For further information, check your local plumbing code. Approximate P.S.I.:

I acknowledge the above and certify that the foregoing statements are true and correct and that no changes will be made in the use of the described property until Nevada Irrigation District has been notified. I understand that if changes are made in the use of the property which require modification of the service connection, the District has the right to discontinue service until the modification of the service connection has been made.

SIGNATURE OF OWNER/APPLICANT _____

DATE _____

PLEASE SUBMIT WITH APPLICATION

NEVADA IRRIGATION DISTRICT

REQUEST FOR TRANSFER OF DOMESTIC WATER SERVICE
INFORMATION ROUTE SHEET

DATE: April 13, 2012

NAME (Owner):

PHONE: _____

MAILING ADDRESS: _____

ACCOUNT

METER SIZE: 5/8

NUMBER:

PARCEL

NO.:

SUBDIVISION

LOT

UNIT

PROPERTY GENERAL LOCATION – Street

Address

EXISTING BACKFLOW PREVENTION DEVICE YES ☐ NO ☐☐ SERVICE ON "OFF RATE" - Signed application & route sheet still required.

PLEASE VERIFY, AND CORRECT IF NECESSARY, THE ABOVE INFORMATION

PLEASE FILL IN THE FOLLOWING INFORMATION:

TYPE OF SERVICE:

(a) Residential

Number of Units _____

(b) Commercial/Industrial

Number of Units _____

(c) Other

Specify _____

Will there be any chemicals, toxins or material dangerous to health used on the property?

YES _____ NO _____ If yes, type of chemicals _____

Will there be, or does an auxiliary water supply exist?

YES _____ NO _____

Well _____ Spring _____ Ditch _____ Surface _____ Other _____

Will there be any substance handled under pressure on the property? YES _____ NO _____

If yes, explain (i.e.: pumped sewage, steam cleaner, hydromatic pump, etc) _____

If Commercial/Industrial: Type of business _____

Name of business _____

Is there a multi-story building on property?

YES _____ NO _____

It is understood that service provided under this application is in a low pressure water area and applicant is responsible to provide any increase in pressure, if required. Approximate P.S.I.:

I acknowledge the above and certify that the foregoing statements are true and correct and that no changes will be made in the use of the described property until Nevada Irrigation District has been notified. I understand that if changes are made in the use of the property which require modification of the service connection, the District has the right to discontinue service until the modification of the service connection has been made.

SIGNATURE OF OWNER/APPLICANT _____

DATE _____

PLEASE SUBMIT WITH APPLICATION

NEVADA IRRIGATION DISTRICT

1036 W MAIN STREET
GRASS VALLEY, CA 95945
(530) 273-6185 FROM AUBURN 878-1857

ORIGINAL RETURN TO NID WITH REMITTANCE

CYCLE	ACCOUNT NUMBER	DATE

☐ NEW SERVICE ☐ TURN ON ☐ PSI
☐ TRANSFER ☐ METER RELOCATION ☐ SERVICE SIZE
☐ CHANGE OF SERVICE AREA ☐ DCV/RP
☐ OFF RATE ☐ NAME CHANGE ONLY
 PROPERTY OWNER ADDRESS

DELIVERY FROM _____
 LOT _____ UNIT _____ SUBD _____
 PARCEL _____
 SERVICE ADDRESS _____
 ROUTE NO _____ BOOK AND PAGE _____
 EFFECTIVE DATE _____
 FORMER CONSUMER _____
 SERVICE CONNECTION FEE \$ _____
 DCV/RP FEE \$ _____
 OTHER _____

☐ NONCOMMERCIAL ☐ COMMERCIAL

Form 4.C.1

CYCLE	ACCOUNT NUMBER

☐ NEW SERVICE ☐ METER RELOCATION ☐ APPROXIMATE SERVICE SIZE ☐ #PSI
☐ TRANSFER ☐ CHANGE OF SERVICE SIZE ☐ DCV/RP
☐ TURN ON
☐ NAME CHANGE ONLY

THE APPLICANT REQUESTS DISTRICT TO SUPPLY TREATED WATER AS INDICATED DATE

TO BE USED ON PROPERTY OWNED BY _____ EFFECTIVE DATE _____
OWNER'S MAILING ADDRESS _____ FORMER CONSUMER: _____

LOT _____ UNIT _____ SUBDIVISION _____ ROUTE NUMBER _____
 DELIVERY FROM _____ SERVICE ADDRESS _____ PARCEL NUMBER _____

Service of water to be in accordance with the conditions printed on the reverse of this application and with other rules and regulations of the District. Applicant agrees to pay for such services at the tolls and charges as established by the District from time to time and agrees to the conditions of this application. New service applications are void 90 days after issuance.

☐ NONCOMMERCIAL ☐ COMMERCIAL ☐ BOOK AND PAGE _____
 Business Name _____ METER NUMBER _____

WATER RATE _____ OFF RATE _____ OWNER'S SIGNATURE X _____

SERVICE CONNECTION FEE _____ APPLICANT SIGNATURE X _____ (COMMERCIAL ONLY)

DCV/RP FEE _____ NAME _____
 SECURITY DEPOSIT FEE _____ MAILING ADDRESS _____
 PAYMENT RECEIVED ON BILL _____
 OTHER _____ NID BY: _____
 TOTAL RECEIVED _____

CONDITIONS OF ACCEPTANCE OF WATER SERVICE

1. Application for water services is made on the reverse side hereof under and subject to the Regulations, and rates, tools, charges, and fees adopted or to be adopted by the Board of Directors of Nevada Irrigation District. Applicant and/or owner hereby grants the right to Nevada Irrigation District to install, maintain, control and regulate all meters, measuring devices, delivery gates and valves in any conduit necessary for the distribution, measurement and control of water delivered under this application. The District, its officers or employees, shall not be liable for damages to persons or property occasioned through the exercise of such right, or for negligent, wasteful or other use of handling of water by the users thereof.
2. All valves and necessary fittings, including the meter and backflow prevention device, needed to serve the applicant water shall remain the property of Nevada Irrigation District.
3. The District expressly reserves the right to recapture, reuse, and resell all such water when it shall have passed from the premises of the applicant.
4. Water service is subject to shortages, fluctuation in flow, interruptions in service and pressure deficiencies, and anyone using such water assumes all such hazards and relieves the Nevada Irrigation District, its officers and employees, from liability or damages resulting therefrom. Applicant must provide all necessary Rights of Way and conduits to transport water from District's facility to applicant's land. Water delivered under this application shall not be used on property other than that covered by this application.
5. All charges for water service are a lien against the land, and if unpaid at the time specified for delivery of the assessment book to the collector, the amount of unpaid charges may be added to and become a part of the annual assessment levied upon the land upon which the water, for which the charges are unpaid, was used. Water Code Sec 25806.

TANK OR CONSTRUCTION WATER

ROUTE _____ ACCOUNT NUMBER _____

☐ CANAL WATER ☐ TREATED WATER

AUTHORIZED BY: _____

COMPANY NAME/INDIVIDUAL _____

TELEPHONE NUMBER () _____

TO BE USED IN VICINITY OF: _____

TANK SIZE(S) _____

METER NO. _____

VEHICLE LICENSE NUMBER(S) _____

RECEIVED \$ _____

DATE _____

BY _____

APPLICATION FOR TANK
OR CONSTRUCTION WATER☐ CANAL WATER☐ TREATED WATER

NEVADA IRRIGATION DISTRICT

1036 W. Main Street, Grass Valley, CA 95945

TELEPHONE (916) 273-6185
AUBURN AREA 878-1857

ROUTE _____ SERVICE WORKER _____ DATE _____, 19____

DELIVERY TO BE MADE FROM _____

FOR YEAR 19____ ONLY - OR
PERIOD ____ - ____

TO BE USED BY _____

COMPANY NAME/INDIVIDUAL _____

IN VICINITY OF _____ ☐ NEVADA COUNTY ☐ PLACER COUNTY

Service to be in accordance with rules and regulations of the District. Applicant agrees to pay for service at rates and charges as established by the District from time to time.

METER DEPOSIT FEE \$ _____ METER NUMBER _____ METER READING _____

APPLICATION CHARGE \$ _____ TANK SIZE/GALLONS _____

Meter readings or tank tally sheets shall be turned into the N.I.D. Main Office at the first of each month. Failure to submit tally sheets by the 10th of the month will result in a billing for twice the minimum monthly rate. The minimum monthly charge of \$ _____ or the monthly billing for water usage, whichever is greater, will be levied. The District will continue to bill until advised to close out the account. All accounts are closed at the end of the calendar year.

\$ _____ RECEIVED _____ BY _____

BILLING
ADDRESS _____

SIGNATURE OF APPLICANT: _____

TELEPHONE NUMBER () _____

METER RETURN/TANK WATER CLOSE

☐ METER AND ☐ WRENCH RETURNED ☐ YES ☐ NO ☐ IF NO, EXPLAIN DAMAGES _____

METER IN SERVICEABLE CONDITION

METER READING END

BY _____

FIRE HYDRANT AND DISTRICT FACILITIES IN SERVICEABLE CONDITION ☐ YES ☐ NO IF NO, EXPLAIN DAMAGES: _____

CHECKED BY _____

CLOSE ACCOUNT NUMBER _____ EFFECTIVE DATE _____ BY _____

COST OF DAMAGES \$ _____ FINAL BILLING AMOUNT \$ _____

REFUNDED AMOUNT \$ _____ DATE _____ BY _____

COMPANY NAME/INDIVIDUAL _____

COMMENTS: _____

CONDITION OF ACCEPTANCE OF WATER SERVICE

1. Application for water is made on the reverse side, under and subject to the By-laws, Regulations, and rates of fees and charges adopted or to be adopted by the Board of Directors of Nevada Irrigation District. Applicant hereby grants the right to the Nevada Irrigation District to install, maintain, control, and regulate all meters, measuring devices, delivery gates and valves in any conduit necessary for the distribution, measurement and control of water delivered under this application. The District, its officers or employees, shall not be liable for damages to persons or property occasioned through the exercise of such right, or for the negligent, wasteful or other use or handling of water by the users.
2. Nevada Irrigation District does not hold itself liable to the applicant for failure to perform any of the obligations imposed upon it or assumed by it under this application if such failure shall be caused by inevitable accident, Act of God, fire, strikes, riot, war, shortage in seasonal water supply or any other cause beyond the reasonable control of the District.
3. Applicant shall:
 - a. Provide all necessary facilities to conduct water from existing conduit of District to the applicant's point of use.
 - b. Be solely responsible for any damage caused by water delivered under this agreement.
 - c. Handle water supplied by this agreement so there shall be no waste.
4. This contract shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, water and water right of District nor interfere with or obstruct the full, free and unobstructed use and disposition of water by District; and District shall have full control of the distribution of water through its canal system, and the right to establish and enforce such regulation as it may deem expedient; and the furnishing of water hereunder shall not give rise by user or otherwise to any right to require water to be furnished to said lands, or any part thereof, or other lands, or become the basis of a permanent right.
5. District reserves the right to cancel any tank water application if the drafting of water interferes with its operation.
6. Billing under this schedule shall not create a credit for future delivery of water.
7. Application will automatically be terminated at end of calendar year.

April 13, 2012

«Title» «FirstName» «LastName»
«Address1»
«CSZ»

Re: «acctnum»

Dear «Title» «LastName»:

In response to your request regarding the increase in consumption, we have calculated a non-beneficial use credit in the amount of \$«credit_amt» for a «Num_of_months» month period, that may be applied to account number «acctnum» at «prop_addr».

The District's non-beneficial use credit can only be granted once each ten years. We will not be able to grant any further credits if another high billing should occur before the ten year period has passed.

If you decide to accept this adjustment, please sign and return the enclosed worksheet and we will apply a \$«credit_amt» credit to your account. This will leave a \$«Bal_after_adj» «Complete_sentence».

If you have any questions, please contact the undersigned.

Very truly yours,

[CAA Name]
Customer Accounting Administrator

[CAA Initials]:«your_inits»
Enclosure

NON-BENEFICIAL USE ADJUSTMENT-INSIDE DISTRICT

Form 4-E.2

April 13, 2012

«Title» «FirstName» «LastName»
«Address1»
«CSZ»

Parcel Number: «apn»
Account Number: «acctnum»

Current Billing for period:

\$«Curr_bill_amt»

	<u>HCF*</u>	<u>@</u>	<u>\$</u>
Current Usage	«curr_usage»	0.785	«curr_amt»
Normal Usage (Prior year)	«prior_usage»	0.785	«prior_amt»
Excess Usage @ production rate	«diff_in_usage»	0.280	«diff_amt»
Non-Beneficial Use Adjustment			\$ («credit_amt»)
Adjusted billing			\$ «adj_billing»

*HCF = hundred cubic feet

See section 4.10 of the District's Regulations Relating to Water service for policy.

Adjusted calculation is as follows:

- The normal usage for a comparable billing period subtracted from the total actual usage equals excess usage.
- The normal usage billed at the prevailing water rate plus the excess usage billed at the prevailing District's production rate for treated water is subtracted from the current charges. The resulting amount shall be the amount of adjustment granted.

I AGREE TO ACCEPT THIS ADJUSTMENT AND UNDERSTAND NO FURTHER CREDIT WILL BE ALLOWED WITHIN TEN YEARS FROM THIS AGREEMENT.

Customer's Signature _____ Date _____

Credit approved by: _____
Manager of Finance

Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945

(530) 273-6185
or 1-800-222-4102

PLEASE RETURN TO CUSTOMER SERVICE

April 13, 2012

«Title» «FirstName» «LastName»
«Address1»
«CSZ»

Re: «acctnum»

Dear «Title» «LastName»:

In response to your request regarding the increase in consumption, we have calculated a non-beneficial use credit in the amount of \$«credit_amt» for a «Num_of_months» month period, that may be applied to account number «acctnum» at «prop_addr».

The District's non-beneficial use credit can only be granted once each ten years. We will not be able to grant any further credits if another high billing should occur before the ten year period has passed.

If you decide to accept this adjustment, please sign and return the enclosed worksheet and we will apply a \$«credit_amt» credit to your account. This will leave a \$«Bal_after_adj» «Complete_sentence».

If you have any questions, please contact the undersigned.

Very truly yours,

[CAA Name]
Customer Accounting Administrator

[CAA initials]:«your_inits»
Enclosure

NON-BENEFICIAL USE ADJUSTMENT-OUTSIDE DISTRICT

April 13, 2012

«Title» «FirstName» «LastName»
 «Address1»
 «CSZ»

Parcel Number: «apn»
 Account Number: «acctnum»

Current Billing for period:

\$«Curr_bill_amt»

	<u>HCF*</u>	<u>@</u>	<u>\$</u>
Current Usage	«curr_usage»	0.98	«curr_amt»
Normal Usage (Prior year)	«prior_usage»	0.98	«prior_amt»
Excess Usage @ production rate	«diff_in_usage»	0.350	«diff_amt»
Non-Beneficial Use Adjustment			\$ («credit_amt»)
Adjusted billing			\$ «adj_billing»

*HCF = hundred cubic feet

See section 4.10 of the District's Regulations Relating to Water service for policy.

Adjusted calculation is as follows:

- c) The normal usage for a comparable billing period subtracted from the total actual usage equals excess usage.
- d) The normal usage billed at the prevailing water rate plus the excess usage billed at the prevailing District's production rate for treated water is subtracted from the current charges. The resulting amount shall be the amount of adjustment granted.

I AGREE TO ACCEPT THIS ADJUSTMENT AND UNDERSTAND NO FURTHER CREDIT WILL BE ALLOWED WITHIN TEN YEARS FROM THIS AGREEMENT.

Customer's Signature _____ Date _____

Credit approved by: _____
Manager of Finance

Nevada Irrigation District
 1036 W. Main Street
 Grass Valley, CA 95945

(530) 273-6185
 or 1-800-222-4102

PLEASE RETURN TO CUSTOMER SERVICE

NEVADA IRRIGATION DISTRICT

RAW WATER SERVICE – INFORMATION ROUTE SHEET
(NOTE: THIS IS NOT AN APPLICATION FOR SERVICE)

Date _____	Phone _____	<u>FOR DISTRICT USE ONLY</u>
Applicant _____		Route No. _____
Mailing Address _____		Wtr Dist. Op. _____
		Facility Name _____
Service Address _____		Facility No. _____
		Field Appt. _____

Parcel No. _____ Acres _____ Information Taken By _____

Type of Crop and No. of Acres to be Irrigated _____

1. Box installations can take up to thirty days or longer. Due to high flows in certain canals during the irrigation season, some outlet boxes may not be installed until the end of the season.

The customer is responsible for the acquisition and maintenance of any required easements or permits; the installation, maintenance, and operation of the private service pipeline and appurtenances thereof, located on the customer's side of the service valve and/or box.

We certify that the foregoing information is true and correct, and have read all of the above, and understand the water is to be used only on the above described property.

Signature of Property Owner _____

Date _____

Owner's signature required on this route sheet prior to processing application.

Parcel Location: Placer _____ Nevada _____ Inside Dist. _____ Outside Dist. _____

Tax Rate Area Code _____ Map Attached _____ Railroad Commission Policy Yes _____ No _____

Service Requested: Seasonal _____ Amt. _____ M.I. Winter Service _____ Amt. _____ M.I.

Additional Outlet _____ Acct. # _____

Access to District Facility Yes _____ No _____ Easement Needed? Yes _____ No _____

Pvt Pipeline Form Required? Yes _____ No _____ Date Issued _____ Date Ret _____

Availability based upon _____

Has Property a Treated Water Account? Yes _____ No _____ Account # _____

Will there be material dangerous to health or toxic substance used on property?

If yes, type of substance _____ Yes _____ No _____

Property Owner advised of suspension date, if application is not completed?

1-800-222-4102

FOR DISTRICT USE ONLY

(530) 273-6185

1. Service Box Size _____ Outlet Size _____ Length of Pipe _____ Valve & Cover _____

Orifice Size _____ Screening Device Required Yes _____ No _____

Unusual Conditions that must be reviewed in field Yes _____ No _____

Comments _____

Are there any existing Encroachments on District facilities? Yes _____ No _____

Does Applicant plan to construct any new facilities on District's facility? Yes _____ No _____

If yes, check: Fence _____ Culvert _____ Bridge _____ Water or Sewer _____ Other _____

Location sketch (if needed) Yes _____ No _____

Reviewed in field by _____ Date _____

2. Amount of Water Sale _____ M.I. Comments _____

Date _____ Approved: _____

Raw Water Supervisor

3. Backflow Prevention Backflow prevention device needed? Yes _____ No _____

Type of device _____ Size _____ Model _____

Reason _____ By _____ Date _____

4. Charges

Outlet Box _____

Extra Pipe _____

Orifice _____

Screening Device _____

Backflow Prevent _____

Other _____

5. Application Sent Yes _____ No _____

Date _____ By _____

Signed Application Received

Back Date _____

Date Service to be initiated _____

District Outside/Inside _____

Verification _____

6. Fees Paid _____

To Maintenance _____

By _____

7. Box Number _____

Date Box Installed _____

Installed By _____

8. Contact WDO at time of installation _____

Account Number

NEVADA IRRIGATION DISTRICT
Agricultural Water

Date

Parcel
Route number

Canal
Increase ☐ Decrease ☐

Miners Inches

Outlets Rotation

Winter Service

Service address

Service conn. fee

Amount Paid

Date

Name
Address

Form 5-B.1

APPLICATION FOR INSIDE DISTRICT AGRICULTURE IRRIGATION WATER SERVICE FROM
ORIGINAL - RETURN TO NID 1036 W. MAIN ST., GRASS VALLEY, CA 95945
WITH YOUR REMITTANCE
NEVADA IRRIGATION DISTRICT
TELEPHONE (530) 279-6185
PLACER OFFICE (530) 823-2466
GRASS VALLEY 1-800-222-4102

NEW SERVICE ☐ INCREASE ☐ TRANSFER ☐ DECREASE ☐ ACCOUNT NUMBER _____ APPROVED BY _____
OWNER _____ DATE _____ ROUTE _____
THE APPLICANT REQUESTS DISTRICT TO SUPPLY WATER FOR AGRICULTURAL IRRIGATION PURPOSES AS INDICATED BELOW

DELIVERY TO BE MADE FROM _____ PRIMARY PARCEL _____ ACRES _____
SERV. ADDRESS _____
ADDITIONAL PARCELS _____
BOX NUMBER(S) _____

for the purpose as indicated on the crop acreage report. Servant to be in accordance with conditions printed on back of this application and other rules and regulations of the District. Owner and/or applicant agrees to pay such service at rates and charges established by the District from time to time.

SUMMER M.I. _____ CHARGE _____ OUTLET(S) _____
WINTER SERVICE M.I. _____ CHARGE _____ ROTATION _____
DEMAND WATER _____ M.I. _____ DAYS FROM _____ TO _____ CHARGE _____
FALL WATER _____ M.I. _____ DAYS FROM _____ TO _____ CHARGE _____
STATE/COUNTY MANDATED FEE _____ ENERGY PUMPING COST _____
TOTAL CHARGES _____ MINIMUM PAYMENT DUE _____ SERVICE CONNECTION FEE _____
PAYMENT: WATER _____ OUTLET _____ RECEIVED _____ 19 _____ BY _____
BOX NUMBER(S) _____

OWNER _____
ADDRESS _____
OWNER/APPLICANT SIGNATURE CERTIFIES THAT
APPLICANT HAS READ AND AGREES TO THE TERMS
OF THIS APPLICATION AND WILL COMPLY WITH THE
CONDITIONS PRINTED ON THE BACK OF THIS
APPLICATION.

SIGNATURE OF OWNER _____
SIGNATURE OF APPLICANT _____
ROUTE NUMBER _____
ACCOUNT NUMBER _____
NAME _____
TEL. NO. (OPTIONAL) _____
WATER PURCHASED _____
TOTAL ACRES OWNED _____

CROP ACREAGE REPORT

APPLICATION WILL NOT BE
ACCEPTED WITHOUT THIS
INFORMATION

TOTAL ACRES
IRRIGATED

CEREALS

- 1. CORN
- 2. RICE
- 3. WHEAT
- 4. OTHER

FRUITS

- 21. APPLES
- 22. BERRIES ALL
- 23. CHERRIES
- 24. CITRUS ALL
- 25. GRAPES TABLE
- 26. GRAPES OTHER
- 27. KIWI
- 28. PEACHES
- 29. PEARS
- 30. PLUMS
- 31. OTHER

TOTAL ACRES
IRRIGATED

41. NURSERY

TOTAL ACRES
IRRIGATED

FORAGE

- 11. ALFALFA HAY
- 12. HAY OTHER
- 13. IRRIGATED PASTURE
- 14. SILAGE
- 15. OTHER

51. NUTS
(SPECIFY)

61. OTHER
(SPECIFY)

(SPECIFY)

71. FAMILY GARDENS, ORCHARDS, YARDS
REPORT ACRES ONLY

PARCEL NUMBERS

COMMENTS

CONDITIONS OF ACCEPTANCE OF WATER SERVICE

1. Application for water is made on the reverse side hereof under and subject to the Bylaws, Rules and Regulations, and rates of tolls and charges adopted or to be adopted by the Board of Directors of Nevada Irrigation District. Applicant hereby grants the right of access for employer and equipment of measuring devices, delivery gates and valves in any conduit necessary for the distribution, measurement and control of water delivered under this application. The District, its officers or employees, shall not be liable for damages to persons or property occasioned through the exercise of such right, or for the negligent, wasteful or other use or handling of water by the users thereof.
2. The District expressly reserves the right to recapture, re-use and re-sell all return flow when it shall have passed from the premises of the applicant.
3. In accepting this application, Nevada Irrigation District does not hold itself liable to the applicant for failure to perform any of the obligations imposed upon it or assumed by it, if such failure shall be caused by inevitable accident, Act of God, fire, strikes, riots, war, shortages in water supply or any other cause beyond the reasonable control of the District.
4. All water furnished by the District flows through many miles of open ditches and is therefore subject to pollution, shortages, fluctuation in flow and interruption in service. District employees are forbidden to make any agreements binding the District to serve an uninterrupted constant supply of water. All water furnished by the District will be on the basis of irrigation deliveries for agricultural crops. Every user putting the water to other uses does so at his own risk and agrees to hold the District, and its officers and employees free and harmless from the liabilities and damages that may occur as a result of such use. District will not be liable for defective quality of water, shortage of water, either temporary or permanent, or for failure to deliver such water. District assumes no liability for damages to persons or property occasioned through defective conduits, meters or measuring devices. District does not sell water to cultivate or sustain fish life.
5. Applicant shall:
 - a. Provide all necessary facilities including all easements to transport such water from existing conduit of District to the Applicant's land.
 - b. Be solely responsible for any damage caused by water delivered under this agreement.
 - c. Handle water supplied hereunder that there shall be no unnecessary waste.
 - d. Not use the water, delivered under this application, on property other than that listed by the application.

6. This contract shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, water and water rights of the District nor interfere with or obstruct the full, free and unobstructed use and disposition thereof by District. District shall have full control of the distribution of water through its canal system, and the right to establish and enforce such rules and regulations as it may deem expedient; and the furnishing of water hereunder shall not give rise by user or otherwise to any right to require water to be furnished to said lands, or any part thereof, or other lands, or become the basis of a permanent right.
7. Applicant and/or owner of the land herein described to be served agree that if charges are not paid in full when due, service may be denied and the amount due may become a lien upon any real property owned or subsequently acquired by the user in accordance with Section 25806 of the Water Code of the State of California.
8. Cancellation of seasonal irrigation water may be made up to June 1 of each year by written notice of the property owner either in whole or in part provided the water contracted for can be resold. The proportions of such seasonal application cancelled must be paid in accordance with prevailing District Rules and Regulation.
9. Unauthorized taking of water in a amount greater than applied for, and paid for by any means, without consent of the District, is subject to prosecution and or penalties as prescribed by the Board of Directors.
10. Summer water deliveries shall begin on or about April 15 and winter water deliveries shall begin on or about October 15.

Form 5-C.1

Co. No. _____ Account No. _____

Turn On ☐

Transfer ☐

New Service ☐

Application for Continuous Agricultural Irrigation Water Service from

NEVADA IRRIGATION DISTRICT
1036 W. Main Street, Grass Valley, California 95945
(530) 273-6185

Service Worker _____ Route _____ Date _____ 19____
The applicant requires District to supply water for Agricultural Irrigation purposes as indicated below.

Continuous flow of summer _____ winter _____ miners inches

Delivery to be made from _____ Director Code _____

To be used on property owned by _____

Service address _____ Parcel _____

Continuous billing to become effective _____ 19____ per rate schedule in force.

Continuous application for year around service for the _____ Irrigation season and winter service period and thereafter until terminated by written notice. This service is strictly for the convenience of the customer and is not offered for any form of intermittent service. Any deviation from this particular application will result in the consumer being placed on a seasonal Irrigation application and the payment of all back charges to the date of turn off.

Former Consumer _____ Box Number _____

Acres owned _____ Acres to be irrigated _____

Type of irrigation: Orchard _____ Garden _____ Pasture _____ Other _____
Service to be in accordance with conditions printed on back of this application and other rules and regulations of the District. Applicant agrees to pay for such service at rates of tolls and charges as established by the District from time to time. Service under this application is for Agricultural Irrigation purposes only and the water and service facilities are not deemed suitable for any use except propagation of agricultural crops. Water sold under this application not fit for human consumption.

Payment Received on Bill \$ _____ Signature of Owner _____

Service Connection Fee \$ _____ Mailing Address _____

Other \$ _____

Total Received \$ _____

By _____ **NEVADA IRRIGATION DISTRICT**

Inside District ☐ New Service ☐ Turn On ☐

Transfer ☐

Date _____

Service Worker _____

Route _____ Dir. Code _____

Continuous flow of _____ miner's inches.

Delivery from _____

Owner _____

Account # _____

Parcel _____

Effective Date _____

Applicant _____

Address _____

Amount of payment received \$ _____

Service Connection Fee _____

Former Consumer _____

Box Number _____

CONDITIONS OF ACCEPTANCE OF WATER SERVICE

1. Application for water is made on the reverse side hereof under and subject to the Bylaws, Rules and Regulations, and rates of tolls and charges adopted or to be the Board of Directors of Nevada Irrigation District. Applicant hereby grants the right to the devices, delivery gates and valves in any conduit necessary for the distribution, measurement and control of water delivered under this application. The District, its officers or employees, shall not be liable for damages to persons or property occasioned through the exercise of such right, or for the negligent, wasteful or other use of handling of water by the users thereof.
2. The District expressly reserves the right to recapture, re-use, and re-sell all return flow when it shall have passed from the premises of the applicant.
3. In accepting this application, Nevada Irrigation District does not hold itself liable to the applicant for failure to perform any of the obligations imposed upon it or assumed by it under this application if such failure shall be caused by inevitable accident, Act of God, fire, strikes, riots, war, shortage in seasonal water supply or any other cause beyond the reasonable control of the District.
4. All water furnished by the District flows through many miles of open ditches and is therefore subject to pollution, shortages, fluctuation in flow and interruption in service. Nevada Irrigation District employees are not authorized to make any agreements binding the District to serve an uninterrupted constant supply of water. All water furnished by the District will be on the basis of irrigation deliveries for agricultural crops and every user putting the water to other uses does so at his own risk, and by doing so assumes all liability for and agrees to hold the District, and its officers and employees free and harmless from the liabilities and damages that may occur as a result of defective water quality, shortages, fluctuations in flow and interruptions in service. District will not be liable for defective quality of water, shortage of water, either temporary or permanent, or for failure to deliver such water. District assumes no liability for damages to persons or property occasioned through defective conduits, meters or measuring devices.
5. Applicant shall:
 - a. Provide all necessary ditches and facilities to conduct such water from existing conduit of District to the applicant's land.
 - b. Be solely responsible for any damage caused by water delivered under this agreement.
 - c. So handle water supplied hereunder that there shall be no unnecessary waste thereof.
 - d. Water delivered under this application shall not be used on property other than that covered by the application.
6. This contract shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, water and water rights of the District nor interfere with or obstruct the full, free and unobstructed use and disposition thereof by District; and District shall have full control of the distribution of water through its canal system, and the right to establish and enforce such rules and regulations as it may deem expedient; and the furnishing of water hereunder shall not give rise by user or otherwise to any right to require water to be furnished to said lands, or any part thereof, or other lands, or become the basis of a permanent right.
7. Applicant and/or owner of the land herein described to be served agree that if charges are not paid in full when due, service may be denied and the amount due may become a lien upon any real property owned or subsequently acquired by the user in accordance with Section 25806 of the Water Code of the State of California.

APPLICATION FOR INTERMITTENT FLOW AGRICULTURE IRRIGATION WATER SERVICE FROM
NEVADA IRRIGATION DISTRICT

ORIGINAL - RETURN TO NID
WITH YOUR REMITTANCE

1036 W. MAIN ST., GRASS VALLEY, CA 95945

TELEPHONE (530) 273-6185
AUBURN AREA 878-1857

NEW SERVICE ☐ TRANSFER ☐ ACCOUNT NUMBER _____ DATE _____

PROPERTY OWNED BY _____ SERVICE AREA _____
PROPERTY OWNER REQUESTS DISTRICT TO PROVIDE AGRICULTURE RAW INTERMITTENT FLOW WATER TO BE USED ON

NEVADA CO. _____ PLACER CO. _____ PARCEL NO/S _____

TOTAL ACRES OWNED _____ DIVERSION TO BE MADE FROM _____ (WATER COURSE)

DURING THE SEASON OF APRIL 15 THROUGH OCTOBER 15, 19____ SERVICE ADDRESS _____

ACRE FEET OF INTERMITTENT FLOW WATER _____ CHARGES _____

ACRES TO BE IRRIGATED _____ OTHER USES _____
SERVICE TO BE IN ACCORDANCE WITH CONDITIONS PRINTED ON BACK OF THIS APPLICATION INCLUDED AS PART
OF THIS APPLICATION AND RULES AND REGULATIONS OF THE DISTRICT ON FILE AT DISTRICT OFFICE, AS
ADOPTED NOW OR IN THE FUTURE. APPLICANT AGREES TO PAY SUCH SERVICE AT RATES OF TOLLS AND
CHARGES AS ESTABLISHED BY THE DISTRICT FROM TIME TO TIME.
CONDITIONS OR REMARKS _____

NOTE: APPLICATION FOR WATER MUST BE ACCOMPANIED BY PAYMENT. SEE RULES ON FILE AT DISTRICT OFFICE FOR TERMS OF PAYMENT. SERVICE
UNDER THIS APPLICATION IS FOR AGRICULTURAL IRRIGATION PURPOSES ONLY AND THE WATER IS NOT DEEMED SUITABLE FOR ANY USE EXCEPT
PROPAGATION OF AGRICULTURAL CROPS. OWNER/APPLICANT HAS READ AND UNDERSTANDS AND AGREES TO ALL CONDITIONS OF APPLICATION. SEE
REVERSE SIDE.

PAYMENT OF _____ RECEIVED _____ BY _____
OWNER _____
ADDRESS _____

OWNER/APPLICANT SIGNATURE CERTIFIES THAT
APPLICANT HAS READ AND AGREES TO THE TERMS
OF THIS APPLICATION.

SIGNATURE OF OWNER _____

SIGNATURE OF APPLICANT _____

CROP ACREAGE REPORT

APPLICATION WILL NOT BE
ACCEPTED WITHOUT THIS
INFORMATION

ROUTE NUMBER _____
ACCOUNT NUMBER _____
NAME _____
TEL. NO. (OPTIONAL) _____
WATER PURCHASED _____
TOTAL ACRES OWNED _____

CEREALS	TOTAL ACRES IRRIGATED	FRUITS	TOTAL ACRES IRRIGATED	TOTAL ACRES IRRIGATED
1. CORN _____		21. APPLES _____		41. NURSERY _____
2. RICE _____		22. BERRIES ALL _____		
3. WHEAT _____		23. CHERRIES _____		
4. OTHER _____		24. CITRUS ALL _____		
(SPECIFY) _____		25. GRAPES TABLE _____		
		26. GRAPES OTHER _____		51. NUTS _____
		27. KIWI _____		(SPECIFY) _____
		28. PEACHES _____		
FORAGE				
11. ALFALFA HAY _____		29. PEARS _____		
12. HAY OTHER _____		30. PLUMS _____		
13. IRRIGATED PASTURE _____		31. OTHER _____		61. OTHER _____
14. SILAGE _____		(SPECIFY) _____		(SPECIFY) _____
15. OTHER _____				
(SPECIFY) _____				71. FAMILY GARDENS, ORCHARDS, YARDS
				REPORT ACRES ONLY _____

PARCEL NUMBERS _____

COMMENTS _____

**CONDITIONS OF ACCEPTANCE OF INTERMITTENT FLOW IRRIGATION
WATER SERVICE**

1. Application for intermittent flow irrigation water is made on the reverse side hereof under and subject to the Rules and Regulations and rates of tolls and charges adopted or to be adopted by the Board of Directors of Nevada Irrigation District. Applicant hereby grants the right to the Nevada Irrigation District to install, maintain, control and regulate any measuring devices, meters, delivery gates and valves in any waterway necessary for the distribution, measurement and control of water delivered under this application. Applicant agrees to indemnify District, its officers or employees from any claims of damages to persons or property, including Applicant, occasioned through the exercise of such rights or for the negligent, wasteful or other use or handling of water by the Applicant or District.
2. The District expressly reserves the right to recapture, re-use and re-sell any return flow which shall have passed from the premises of the applicant.
3. District makes no express or implied warranty or representation regarding the service under this application or the potential of damage to the property or persons of Applicant or third persons arising from the service. Applicant agrees that it has fully investigated these subjects prior to execution of this application.
4. Intermittent flow irrigation water furnished by the District cannot be supplemented by an auxiliary supply and therefore cannot be considered or classified as a dependable supply. Water sold under this application is subject to pollution, outages, shortages, fluctuation in flow and interruption in service. District employees are forbidden to make any agreements binding the District to serve an uninterrupted constant supply of water. All water furnished by the District will be on the basis of irrigation deliveries for agricultural crops and every user putting the water to other uses does so at his own risk and by doing so assumes all liability for and agrees to hold the District and its officers and employees free and harmless from the liabilities and damages that may occur as a result of defective water quality, outages, shortages, fluctuations in flow and interruptions in service. Applicant agrees that District, its officers or employees will not be liable for defective quality of water, shortage of water, either temporary or permanent, or for failure to provide such non-firm water and Applicant shall indemnify District from any claims or expenses incident to defending such claims. District shall have no liability for damages to Applicant or other persons or property occasioned through defective conduits, meters or measuring devices.
5. Applicant shall:
 - a. Provide all necessary ditches and facilities to conduct such water from the source to the Applicant's land.
 - b. Be solely responsible for any damage caused directly or indirectly by water delivered under this agreement.

- c. So reasonably handle water supplied hereunder that there shall be no unnecessary waste or damage to third persons.

6. This contract shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, water and water rights of district nor interfere with or obstruct the full, free and unobstructed use and disposition thereof by District; and District shall have full control of the distribution of water through its canal system and the right to establish and enforce such rules and regulations (on file at District office) as it may deem expedient; and the furnishing of water hereunder shall not give rise to user or other party of any right to require water to be furnished to said lands, or any part thereof, or other lands, or become the basis of a permanent right.

7. District does not undertake to (1) maintain the watercourse or water carrying facilities utilized in this service or (2) to participate in any action or proceeding to defend or quantify Applicant's right to utilize any part of the flow in the watercourse under this application.

NAME: _____

ACCOUNT NO: _____

FACILITY: _____

2000 OUTSIDE DISTRICT SURPLUS RAW WATER AGREEMENT

THIS AGREEMENT is made and entered into on _____ by and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "APPLICANT".

RECITALS

WHEREAS, District owns certain water and water rights which are held in public trust and dedicated for use upon lands within the boundaries of District; and

WHEREAS, District has at times, water (hereinafter referred to as "surplus water") not actually needed for use upon lands within the boundaries of District, but subject to being put to such use at any time; and

WHEREAS, Applicant is the owner of certain land or lands located outside of the boundaries of District, which lands are located in _____ County, more particularly described as County Parcel _____ and desires to purchase surplus water on temporary basis for agricultural purposes.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Recitals: The recitals set forth herein are an integral part of this Agreement.
2. Sale of Surplus Water: District agrees to sell to Applicant for the period April 15, _____ to _____, surplus water for agricultural purposes, provided, however, that such water shall be supplied only at such times, and in such quantities and at such rate of flow as District, in its sole discretion, from time to time, determines Applicant should be so supplied in light of other needs, and water will not be supplied hereunder when needed for use within the District.

3. District's Charges to Applicant for Service and Supply of Surplus Water. Applicant hereby requests water from District at the following rates:

Seasonal Miners Inches Charges

_____ Additional Outlet (s) _____ Energy Surcharge _____

Winter Service Miners Inches _____ Charges _____

State/County Mandated Fees: _____ TOTAL CHARGES _____

TERMS OF PAYMENT: BELOW INCLUDES CREDIT BALANCE OF

1. TOTAL CHARGES DUE WITH APPLICATION:
2. BALANCE OF CHARGES DUE ON OR BEFORE JUNE 15:

A. Charge for Late Payment: Applicant shall pay a late payment charge equal to ten percent (10%) of the amount of charges remaining unpaid on July 15, _____, October 15, _____, and February 15, _____. The ten percent (10%) late payment

charge shall be added to and become a part of the total balance due and owing District by Applicant.

B. Applicant's Grant of a Lien to District for Delinquent Water Charges: Applicant hereby grants District a lien upon all lands owned or subsequently acquired by Applicant for purposes of securing water charges which remain unpaid by applicant following the date of July 15, _____. By the execution of this Agreement, Applicant understands and agrees that the District may have a lien on all lands owned or subsequently acquired by Applicant should Applicant fail to pay water charges incurred pursuant to the terms of this Agreement on or prior to the date of July 15, _____. Applicant also agrees that the lien procedure as set forth in this Agreement is in addition to the right of District to discontinue water service without notice to applicant. Should Applicant incur charges for water service pursuant to the terms and provisions of this Agreement, which charges become delinquent, and should District elect to place a lien upon land owned or subsequently acquired by Applicant in accordance with Water Code Section 25806, Applicant understands and agrees that Applicant may obtain a release of said lien by promptly remitting all charges due and owed District at District's main offices located at 1036 W. Main Street, Grass Valley, California. Upon District receiving full payment from Applicant for all charges for water service pursuant to the terms of the Agreement, District shall prepare and record a Satisfaction and Release of Lien.

4. Rules and Regulation of District: Applicant understands and agrees that all water provided and served Applicant pursuant to the terms and provisions of this Agreement is provided subject to the District's Rules and Regulations adopted by District from time to time. Nevada Irrigation District does not hold itself liable to the applicant for failure to perform any of the obligations imposed upon it or assumed by it under this application if such failure shall be caused by inevitable accident Act of God, fire, strikes, riots, was, shortage in seasonal water supply or any other cause beyond the reasonable control of the District.

5. Water to be Used for Agricultural Irrigation Purposes Only: Applicant understands and agrees that District service of agricultural irrigation water to Applicant pursuant to the terms and provision of this Agreement is solely for agricultural irrigation purposes and that the water and service facilities are not deemed suitable for any use except propagation of agricultural crops. Applicant understands that should water be used for any other purposes other than the propagation of agricultural crops such as for domestic purposes, etc., serious illness could result.

6. Creation of Water Right Excluded: Applicant and District agree that the terms and provisions of this Agreement shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, conduits, water or water rights of District, nor interfere with or obstruct the full, free and unobstructed use and disposition thereof by District; and District shall have full control of the distribution of water throughout its system, including the right to establish and enforce such rules and regulations as District may deem expedient from time to time, and the furnishing of water hereunder to Applicant shall not give rise by use or otherwise to any right of applicant to require water to be furnished to said property of Applicant or become the basis of a permanent water right.

7. Applicant to Furnish Facilities and Rights of Way to District's System: Applicant understands and agrees that Applicant shall provide at his sole cost and

expense all necessary pumps, pipes and water distribution facilities related thereto, which facilities are necessary to conduct and convey water from the existing District system to Applicant's property. Applicant shall also be responsible for obtaining all rights-of-way or other interests in real property which are necessary to convey and conduct water from District's existing system to Applicant's property.

8. Applicant Shall Hold District Harmless: Applicant understands and agrees that Applicant is fully responsible for all damages caused by reason of water delivered to Applicant pursuant to the terms and provisions of this Agreement. In this regard, Applicant shall hold District, its officers, directors and employees free and harmless from any and all claim, liability or damage in the event Applicant suffers some damage or injury by virtue of not receiving water pursuant to the terms and provisions of this Agreement or receiving such water in an inadequate supply.

9. Use of Water: Applicant understands and agrees that water delivered to Applicant by District pursuant to the terms of this Agreement shall not be used on property other than that set forth in the terms of this Agreement.

10. Binding Upon Successors in Interest: The terms and provisions of this Agreement shall be binding upon the heirs, executors, administrators, successors in interest and assigns of the parties hereto.

11. Time is of the Essence: Time is of the essence of each of the terms and provisions of this Agreement.

12. Attorney Fees: Should any litigation be instituted or commenced relating to a breach of any term or provision of the Agreement or to specifically enforce a term or provision of this Agreement or to recover costs, charges, etc., then and in that event the prevailing party in such litigation shall be entitled to attorney fees and costs of litigation including, but not limited to, deposition costs, expert witness fees and consultant's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

NEVADA IRRIGATION DISTRICT

By _____
General Manager

By _____
Applicant

Mailing Address of Applicant

By _____
Authorized Agent of Applicant

Mailing Address of Authorized
Agent of Applicant

NEVADA IRRIGATION DISTRICT

Form 5-F

ACCOUNT/OUTLET BOX DELETION REQUEST

In order to delete your account, or have one or all of your outlet boxes removed, as you have requested, you must sign and date in the space provided and return this form to Nevada Irrigation District.

By signing for a deletion, you agree to relinquish all rights to the outlet box.

If you should decide to resume water service, you must apply for a new account by completing a route sheet, signing an application and paying the current fees. The new service will be granted only if water is available.

PARCEL NO. :

ACCT. NO.:

BOX NO:

ROUTE
NO:

CANAL NAME:

FACILITY #:

SERVICE
ADDRESS:

NAME:

MAILING ADDRESS:

- ☐ REMOVE OUTLET BOX (If there are multiple boxes on the account)
- ☐ REMOVE OUTLET BOX AND DELETE ACCOUNT
- ☐ DELETE ACCOUNT (Private Pipelines Only)
- ☐ REMOVE ORIFICE PLATE

DATE MAILED

INFORMATION COMPLETED BY

.....
I have read, understand and agree to the foregoing conditions as checked above.

SIGNATURE _____ DATE _____

Please return signed form
by:

.....
MAINTENANCE USE ONLY:

BOX # _____ REMOVED ON

BY _____

**AUTHORIZATION FOR THE NEVADA IRRIGATION DISTRICT
TO PROVIDE WATER SERVICE FROM A PRIVATE CONDUIT**

Date _____ Phone _____
 Name _____
 Address _____
 APN _____
 Service Address _____
 Amount Requested _____ M.I.
 Route No. _____
 WDO _____

FOR DISTRICT USE ONLY

Acct. No. _____ Nev. Co. _____
 Placer County _____
 Exist. Sales _____ Outlet Size _____
 Acres _____ Initiated by _____
 Customer Notified of Possible Charges for Upsizing
 Service _____
 Approved Raw Water Supervisor _____

The undersigned, being applicants requesting water service through the hereinafter described private conduit, and the owners of said private conduit do hereby request and authorize the Nevada Irrigation District, on behalf of applicant and at applicant's sole cost and expense, to deliver into said owner's private conduit the water purchased by applicant, more particularly described as follows:

Served from Facility Name _____ Facility Number _____

Private Conduit Name _____ NID Outlet No. _____

It is understood by the undersigned that water service in connection with the private conduit is subject to the following terms, covenants, and conditions, all of which are hereby agreed to by the undersigned.

1. It is understood and agreed that the water service is subject to the regulations, conditions of acceptance of water service as set forth in applicant's application for water service, and rates, tolls and charges now in effect and as hereinafter established from time to time by the Nevada Irrigation District Board of Directors.
2. It is further understood and agreed that the District does not guarantee continuous or adequate service; that its obligation to deliver water ceases at its diversion from the Nevada Irrigation District conduit, and that the service is subject to the conditions and limitations of the private conduit through which service is being made.
3. It is further understood and agreed that the District reserves the right to discontinue service if private conduit is not maintained by its owner or owners at all times in a manner which will meet with the District's approval.
4. It is further understood and agreed that the District shall not be responsible for the quality of water or any damages in connection with the water delivered to the undersigned through said private conduit. In this connection, the undersigned do hereby agree to hold the Nevada Irrigation District, its agents, servants and employees free and harmless from any damages or liability resulting therefrom or in connection with said private conduit.

Form 5-G.2

This application and permit shall bind and benefit the undersigned, their heirs, successors and assigns and is revocable by owner(s) with due notice, and written notification to District and Applicant.

Applicant Name (print) _____ Signature _____ Date _____

Owner Name (print) _____ Signature _____ Date _____

Owner Name (print) _____ Signature _____ Date _____

NEVADA IRRIGATION DISTRICT

ISSUED
BY _____1036 W MAIN STREET,
GRASS VALLEY, CA 95945(530) 273-6185
1-800-222-4102 AUBURN

TURN ON - OFF REQUEST

FACILITY _____

ROUTE # _____ DATE _____

CLASS OF SERVICE

CYCLE ACCOUNT _____

☐ RAW WATER

BOX # _____

☐ TREATED

METER # _____

BOOK # _____

PARCEL # _____

LOCATION _____ NEVADA _____

INSIDE DISTRICT _____ PLACER _____

OUTSIDE DISTRICT 1234 _____ YUBA _____

NAME _____

PROPERTY
ADDRESS _____

OWNER'S

SIGNATURE X _____

☐ REGULAR WORKING HOURS TURN ON☐ AFTER HOURS TURN ONDATE
TURN ON _____DATE
TURN OFF _____

TURN ON FEE \$ _____

COMMENT _____

ACTION TAKEN

☐ TURN ON

DATE _____

☐ TURN OFF

TIME _____ AM/PM

REMARKS OR OTHER ACTION _____

DATE THIS SLIP RETURNED
TO OFFICE: _____

SIGNATURE _____

SERVICE WORKER/METER READER _____

NEVADA IRRIGATION DISTRICT
APPLICATION FOR PUBLIC FIRE HYDRANT

APPLICANT _____

DATE: _____

NAME: _____

ADDRESS: _____

THE APPLICANT HEREBY APPLIES TO THE NEVADA IRRIGATION DISTRICT FOR A PUBLIC FIRE HYDRANT AT THE LOCATION DESCRIBED BELOW: (ATTACH LOCATION SKETCH, IF NECESSARY).

THE INSTALLATION OF THE PUBLIC FIRE HYDRANT SHALL BE GOVERNED BY THE DISTRICT'S REGULATIONS.

APPLICANT UNDERSTANDS AND AGREES THAT DISTRICT DOES NOT ASSUME LIABILITY OR RESPONSIBILITY FOR THE PROVISION OR SUPPLY OF WATER OR FACILITIES FOR FIRE PROTECTION AND APPLICANT AGREES TO HOLD DISTRICT FREE AND HARMLESS FROM INJURY OR DAMAGE CAUSED FROM LACK OF WATER OR PRESSURES IN DISTRICT'S LINE.

SIGNED: _____

(APPLICANT)

OFFICIAL USE ONLY

FIRE DISTRICT APPROVAL (Fire District or similar agency, if there is one)

NAME _____

By _____
(signature)

ADDRESS _____

Title _____

Date _____

NEVADA IRRIGATION DISTRICT APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

Deposit Received: _____
(amount)

NEVADA IRRIGATION DISTRICT

1. APPLICATION FOR PRIVATE FIRE SERVICE

The Applicant hereby applies to the Nevada Irrigation District for a _____ inch private fire service to be installed at the following location: (attach location sketch, if necessary)

Will a domestic water service be required at this site? Yes____No____. If yes, please complete Form 4-A, Request for New Treated Water Service.

The Applicant agrees to hold District free and harmless from injury or damage caused from lack of water or pressure in the District line and also acknowledges that backflow protection will be required at service connection should any chemical additive or auxiliary water be required for fire fighting purposes and that the private fire service installation shall be governed by the District's regulations.

Date _____ Assessor's Parcel No. _____

Owner's Name _____ Phone _____
Owner must sign (Application)

Mailing Address _____

Contractor/Representative _____ Phone _____

Mailing Address _____

☐ Applicant is responsible to route application through Fire Dept. ☐

2. FIRE DISTRICT USE ONLY**Class of Fire System**

Check One:

- ☐ Class I – Direct connections from domestic water mains only; no pumps or reservoir; no physical connections to other water supplies; no anti-freeze or other additives of any kind; and all sprinkler drains discharge to atmosphere.
- ☐ Class II – Same as Class I, except that booster pumps may be installed in the service lines from the street mains. A connection for a fire pumper truck may be provided if the requirements outlined in the Joint Informational Bulletin are met. (See Appendix A).
- ☐ Class III – Direct connection to public water supply main, with on-site storage or pressure tanks. All storage facilities must only be filled by or connected to the public water supply, and the water in these facilities must be maintained in a potable condition.
- ☐ Class IV – Directly supplied from public mains similar to Classes I and II, with an unapproved auxiliary water supply on or available to the premises, or a connection for fire pumper trucks that does not meet the requirements in the Joint Informational Bulletin.
- ☐ Class V – Directly supplied from public mains and interconnected with unapproved auxiliary supplies, such as: pumps taking suction from reservoirs exposed to contamination, or from rivers, ponds, wells, or industrial water systems; or systems where anti-freeze or other additives are used.
- ☐ Class VI – Fire suppression systems supplied from both an industrial water system and the public water system, with or without gravity storage or pump suction tanks.
- ☐ Other (explain) _____

Will any anti-freeze or other chemical additive be required in the private fire system?

Yes _____ No _____

If yes, please explain _____

FIRE DISTRICT _____

By _____
(signature)

Address _____

Title _____

Date _____

3. N.I.D USE ONLY

OPERATIONS DEPARTMENT

Backflow Prevention Device Needed? Yes _____ No _____

Type of Device _____ Size _____ Model _____

Reason _____

By _____ Date _____

ENGINEERING DEPARTMENT

Deposit Received _____ By _____ Date _____

NEVADA IRRIGATION DISTRICT
APPLICATION FOR PUBLIC RAW WATER FIRE SERVICE

Date _____ Fire Service No. _____ Size of Service _____
(Estimated) Installation Charge _____ Deposit Required _____

The following organized PUBLIC FIRE PROTECTION DISTRICT,

called Fire Department, hereby applies to the NEVADA IRRIGATION DISTRICT for a PUBLIC RAW WATER FIRE SERVICE at the following service address or location:

1. The Fire Department shall pay to the District, prior to the installation of said service, the total estimated cost of all materials, labor, and other costs incidental of the District's portion of the installation.
2. The time of installation or maintenance of the Public Raw Water Fire Service by the District shall be determined by the District on the basis of its overall scheduling requirements and needs, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District, and emergency jobs or installations. The District shall determine questions of overall District priorities.
3. The said service shall be connected to the District's general raw water distribution system at an approved location. No service will be allowed off of siphons. The service shall be subject to extreme variations in flow and temporary and extended shutdown periods required in the normal operation of the system. The District will be under no obligation to continue service in case of abandonment of the raw water facility on which the service is located.
4. It is understood that water delivered to the service may contain a certain amount of debris that could affect the quantity of water available to the fire service because of plugging or clogging. The District shall be held in no way responsible for loss or damages sustained due to such variations, temporary, or extended shutdowns. It is agreed that an in-line storage sump (of a size to be determined by the Fire Department) is needed downstream of the District's service point to provide fire protection during periods when water service is interrupted in the raw water distribution system.
5. The District does not guarantee or represent, and the Fire Department does not request that a specific or certain minimum volume of water will be available through said service at any time or times. The Fire Department agrees to hold District free and harmless from injury or damage caused from lack of water at the District facility.

6. The said service shall be used only for the purpose of extinguishing accidental fire (which shall include any of incendiary origin), and no connections of any kind whatever, other than to hydrants and hose reels, shall be made or permitted to be made to the pipe(s) supplied by said service. Discovery of any unauthorized service will result in termination of said fire service until the illegal connection has been removed and the point of illegal connection has been restored to a condition satisfactory to the District.
7. No charge will be made for water used for extinguishing accidental fires, but any water lost through leakage or used in violation of the above provisions shall be paid for by the Fire Department at double the applicable charge for water delivered.
8. The District's ownership and maintenance responsibility ends at the discharge side of the shut-off valve located immediately downstream of the service point. The Fire Department will own and maintain the fire service below said shut-off valve in a condition that will prevent any leakage of water from said fire service. Any noted leakage from the fire service will be grounds for terminating service until the situation is corrected. Periodic flushing of said service to remove accumulated debris will be permitted at no cost to the Fire Department.
9. Fire Department and the District agree that the District is not an insurer, and that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from a failure of the public raw water fire service or any phase thereof including the raw water distribution system and, in the case of failure of said service or any phase thereof, including the water distribution system and a resulting loss, the District's liability hereunder shall be limited to and fixed at the above cost of installation as liquidated damages, and not as a penalty, and this liability shall be exclusive.
10. This application is not operative until signed by an authorized representative of the District.
11. In case of the violation of any of the conditions contained in this application, the District may disconnect said service and in such event the District shall not be held in any way liable for loss or damage sustained due to such action.
12. The Applicant further agrees to be governed by the District's rules and regulations and charges in force, and such as may be adopted during the time the service is rendered at said location.

OFFICIAL USE ONLY

FIRE DISTRICT APPROVAL

(Fire District or similar agency if there is one)

NAME _____

By _____

(signature)

ADDRESS _____

Title _____

Date _____

NEVADA IRRIGATION DISTRICT APPROVAL

By _____
(signature)

Title _____

Date _____

Deposit Received _____
(amount)

NEVADA IRRIGATION DISTRICT

PRIVATE FIRE SERVICE TO MORE THAN ONE PARCEL

The Applicant hereby applies for more than one parcel, as listed below, to be served from a private fire service. It is hereby certified that the Applicant is a landowner as listed below, or a credit-worthy legal entity and will be responsible for paying water use and other periodic charges associated with the private fire service. The Applicant will also be responsible for providing a contact for outage notices, etc.

Applicant

Contact Person

Phone Number

By signing below, the landowners utilizing the private fire service acknowledge the District's right to lien their property for delinquent charges and that the fire service may be discontinued for nonpayment of charges and accept all risk of such discontinuance.

PARCEL NO.

LANDOWNER'S SIGNATURE

NEVADA IRRIGATION DISTRICT APPROVALBy

Title

Date

CONVEYANCE AGREEMENT – MASTER

LEGEND

- ZZ – Developer's name (In Caps) =
- << -- Street address of Developer =
- >> -- City, state, and zip code of Developer =
- YY – Parcel number =
- ww – Project known as, etc. =
- xx – Filed in District office as =
- vv – Engineering Firm =
- uu – Description listing length & diameter of pipe, etc. =
- ## – How many sheets =
- qq – County in =

AGREEMENT

(Conveyance)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "District" and ZZ, hereinafter referred to as "Developer".

Recitals

WHEREAS, Developer has prepared or caused to be prepared, at Developer's sole cost, expense, and responsibility, plans and specifications entitled ww, (filed in District's office as xx"), as prepared by vv for construction of water system improvements consisting generally of uu and all appurtenances thereto, to provide treated water to qq County AP YY, a copy of which is attached hereto marked Exhibit "A" and made a part of this Agreement; and

WHEREAS, the plans and specifications contained in Exhibit "A" meet with the Department of Public Health and District Engineer's acceptance; and

WHEREAS, the facilities and lands to be served treated water by said water system improvements lie within the boundaries of the District and are more particularly described in Exhibit "A"; and

WHEREAS, Developer desires District to accept said water system improvements into District's overall water system upon completion; and

WHEREAS, District, subject to the following terms and conditions, as well as those contained in the District's Regulations Relating to Water Service, is willing to accept said water system improvements upon completion, provided the water system improvements are constructed in accordance with the plans and specifications and in a manner meeting District's approval;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1 - RECITALS: The recitals contained herein are an integral part of this Agreement.

ARTICLE 2 - PLANS: Attached hereto marked Exhibit "A" and made a part of this Agreement is one set of plans reduced to 11" x 17", prepared by the Developer's licensed civil engineer, and consisting of ## sheets, and specifications for construction of water system improvements. The District's acceptance of these plans and specifications does not constitute a warranty or guaranty by District of proper design nor does it relieve Developer of responsibility for the proper design and construction of the improvements thereon.

EITHER

ARTICLE 3 - CAPACITY CHARGES AND CONNECTION FEES: Pursuant to Section 10.07 of the District's "Regulations Relating to Water Service", a capacity charge for a minimum size meter shall be paid by the Developer for each parcel to be served by the water system improvements, prior to District's acceptance of the improvements. The capacity charge for a

minimum-size meter shall be as shown in Schedule 4-A, entitled, "Treated Water System, Standby Charges, and Connection Fees", which is attached hereto and marked Exhibit "B" and made a part of this Agreement. Therefore, Developer, prior to conveying the water system improvements to District, agrees to and shall pay District the then current capacity charges for a 5/8-inch meter (currently \$_____) for each of the _____ parcels shown in Exhibit "A". Based on the current Schedule 4-A, the total capacity charges to be paid prior to conveyance equals \$_____. Developer understands and agrees to be bound by any District alterations, additions, amendments, revisions, or modifications to Schedule 4-A, or any other District policies, rules, or regulations.

Those parcels described in Exhibit "A", upon application for water service, shall be credited the then current capacity charges for a 5/8-inch meter and shall otherwise be subject to all connection fees as shown in the then current Schedule 4-A, or its equivalent, and all other then applicable fees and charges.

OR

ARTICLE 3 – CAPACITY CHARGES AND CONNECTION FEES: Developer shall prepay Capacity charges. The Capacity Charge for the type of development covered by the Conveyance Agreement shall be as shown in the most current edition of Schedule 4-A, entitled, "Treated Water System, Standby Charges, and Connection Fees", which is attached hereto and marked Exhibit "B", and made a part of this Agreement. Therefore, Developer agrees and shall pay District, prior to conveying the water system improvements to District, the then current capacity charges for each of the [Number & Description of Units]. Based on the current Schedule 4-A, capacity charges are \$_____ per unit. Therefore, based on the current Schedule 4-A, the total charges to be paid prior to the conveyance equals \$_____.

Developer agrees to, and shall pay District, the then current meter installation charges as shown in Schedule 4-A at the time of making application for water service. Developer also agrees to, and shall pay District, all other applicable fees and charges for water service.

Developer understands and agrees to be bound by any District alterations, additions, amendments, revisions, or modifications to Schedule 4-A, or any other District policies, rules, or regulations.

OR

ARTICLE 3 - CONNECTION FEES: Attached hereto and marked Exhibit "B" and made a part of this Agreement, is Schedule 4-A of the Board of Directors of Nevada Irrigation District entitled, "Treated Water System, Standby Charges, and Connection Fees". Developer understands and agrees to be bound by any District alterations, additions, amendments, revisions or modifications to Schedule 4-A or any other District policies, rules, or regulations. All parties hereby agree hereto that District is entitled to those connection fees (the sum of the meter installation and capacity charges) as specified in Schedule 4-A. District shall collect said connection fees at the time application for water service is made. It shall be incumbent upon the water service applicant to pay the then current connection fees and all other then applicable fees and charges.

If Required

ARTICLE 4 - ENGINEERING, PLAN-CHECK, AND INSPECTION SERVICES PERFORMED BY DISTRICT: District and Developer understand and agree that Developer shall assume the cost and expense of District's performance of "engineering, plan-check, and inspection services", hereinafter referred to as "inspection", in connection with Developer's construction of water system improvements described in Exhibit "A" attached hereto. Developer shall deposit the sum of \$_____, receipt of which is hereby acknowledged by District, which sum shall be applied to Developer's payment for inspection services performed by District. Should the fee for inspection services exceed the above deposit, Developer agrees to pay any balance due within 30 days after the date of the billing. A late payment charge of 1.5 percent per month will be added on any unpaid balance thereafter. Furthermore, the Developer agrees to pay any balance due prior to offering the improvements to District. District shall not accept conveyance until any balance due is paid. Should the fee for inspection services be less than the above deposit, District shall refund the remaining amount to Developer. The primary purpose of this paragraph within Article 4 is intended to compensate and reimburse District for any and all inspection services performed in connection with Developer's construction of treated water system facilities described in Exhibit "A" attached hereto. District's acceptance of payment for inspection services performed is not a warranty or guarantee by District of proper design or proper specifications of materials or construction.

ARTICLE 5 - LABOR AND MATERIAL PAYMENT BONDING REQUIREMENTS: The Developer shall defend and indemnify the District against all claims for nonpayment of labor, material, and other obligations incurred by the Developer, its agents, contractors, employees, and assigns. The estimated cost of construction of the water system improvements is \$_____.

Should the estimated cost of constructing the improvements be less than \$50,000 at the time of offering the water system improvements to the District, the Developer shall provide a written "OFFER OF DEDICATION" in the form as described in Exhibit "C" attached hereto and made a part hereof. The "OFFER OF DEDICATION" shall state inter alia that the improvements are free and clear of all liens, encumbrances, and other expense.

Should the estimated cost of constructing the water system improvements be less than \$500,000, but more than \$50,000, in addition to supplying a written "OFFER OF DEDICATION" in the form as described in Exhibit "C", the Developer shall either submit a "RELEASE" agreement in the form of Exhibit "D", attached hereto and made a part hereof, from each and every contractor, subcontractor, corporation, firm, person, or business entity furnishing materials for or performing labor or other services in performing the terms and provisions of this Agreement, or a Labor and Material Payment Bond to the District in the form prescribed by Exhibit "E" attached hereto and made a part hereof the principal sum of not less than the estimated construction cost as provided herein. In addition, Developer shall maintain an accurate and current list of all contractors, subcontractors, business entities, corporations, firms, and/or persons performing the terms and provisions of this Agreement, and shall make this list available to the District engineer upon request.

Should the estimated cost of constructing the water system improvements be in excess of \$500,000, the Developer shall, prior to commencing construction, submit a Labor and Material Payment Bond in the form as shown in Exhibit "E" attached hereto and made a part hereof. The bond shall be obtained at the sole cost of Developer and shall be in a principal amount of not less than the estimated cost of construction as set forth herein. In addition, the Developer shall, at the time of offering the water system improvements to the District, provide an "OFFER OF DEDICATION" statement in the form as set forth in Exhibit "C", attached hereto and made a part

hereof, which statement verifies that the water system improvements are free and clear of all liens, encumbrances, and other expense.

ARTICLE 6 - INSURANCE REQUIREMENTS: Prior to Developer's commencement of construction of the water system improvements as otherwise set forth in the terms and provisions of this Agreement, general liability insurance naming the District as additional named insured shall be taken out and maintained for the duration of this Conveyance Agreement by Developer or Developer's contractor for claims for damages to property, personal injury, bodily injury, and accidental death. The types of insurance covered under the general liability policy shall include, but not be limited to, comprehensive form, premises-operations, underground hazard, products/completed operations hazard, broad form property damage, independent contractor, and personal injury. Prior to any blasting operations for removal of rock, stumps, or other materials from the work area, the general liability policy must also contain explosion and collapse hazard coverage. It shall also include coverage for Products-Completed Operations liability losses for a period of 12 months from the date of District's acceptance of the completed works. (This time period corresponds with the 12-month maintenance bond requirement.) All insurance acquired under the terms of this article must be obtained through an insurance company authorized and licensed to do business in the State of California. The general liability policy shall contain limits of liability as follows:

1. Bodily Injury: \$1,000,000 for each occurrence, \$1,000,000 aggregate
2. Property Damage: \$500,000 each occurrence, \$500,000 aggregate.

General Liability Insurance policies having combined single limits damage combined of liability shall carry limits for bodily injury and property damage combined of \$1,000,000 each occurrence and \$1,000,000 aggregate.

The certificate of insurance shall also have a description of operations/locations/vehicles that refers specifically to the water system improvements.

ARTICLE 7 - PROOF OF INSURANCE: The Developer shall submit or cause to be submitted a copy of the insurance policy(ies) with endorsements and exclusions, and shall submit a certified copy of the endorsement naming the District as additional insured to the District as proof of general liability insurance as required by this Agreement. Developer shall receive District approval that the insurance requirements of this Agreement have been met. The Developer must receive this approval prior to the start of construction pursuant to the terms of this Agreement.

ARTICLE 8 - HOLD HARMLESS AND INDEMNIFICATION: Developer shall hold District and District's agents, officers, and employees harmless from any and all claims, lawsuits, acts, or omissions arising out of Developer's performance of the terms and conditions of this Agreement. Likewise, Developer shall defend and/or pay the cost of defending and indemnifying District together with District's Agents, employees, and officers from all civil proceedings, claims, and/or judgments including, but not limited to, payment of all attorney fees and litigation costs.

ARTICLE 9 - INSPECTION OF WORK: Developer shall give two working days' advance notice prior to Developer's contractor starting any work associated with the water system improvements and shall keep District informed of construction schedules throughout the course of the work in order for District to properly schedule inspection personnel. It is suggested that Developer's contractor provide District submittals on any materials proposed for the water system improvements for approval prior to purchase.

Eff. 11/26/03; rev. 1/26/11

ARTICLE 10 - BEGINNING OF WORK OR TERMINATION: This Agreement shall terminate and be of no further force or effect at District's discretion should District determine that Developer has failed to cause construction of the water system improvements as shown on Exhibit "A" to commence within nine (9) months from the date of this Agreement.

For purposes of this Article, Developer's commencement of construction shall not be deemed to have occurred upon one or any combination of the following actions or events:

1. Bid advertisement
2. Execution of contracts or bonds
3. Ordering of material and supplies or the delivery and stockpiling of materials and supplies on the job site.
4. Clearing and grubbing for or construction of roads including the completion of rough subgrade work.

District and Developer understand and agree that construction upon the water system improvements shall be deemed to have commenced when Developer causes its properly-licensed contractor to excavate and backfill pipeline in excess of 10 percent of the total water system to be constructed pursuant to the terms of this Agreement. The District engineer shall make the determination as to the percentage of water system caused to be constructed and installed by Developer.

ARTICLE 11 - CONSTRUCTION: Developer shall cause the water system improvements described in Exhibit "A" to be constructed by a properly-licensed contractor, without expense to District, and District shall not be responsible for any of the cost of said improvements. The Developer is not acting as a contractor, agent, official, or representative of District in constructing or providing such water system improvements, or in causing such improvements to be installed. This Agreement simply provides for the transfer and assumption of responsibility for such water system improvements to be installed upon completion and upon performance of all terms of this Agreement to be performed by Developer. The approval of the plans and specifications as presented by Developer shall not be deemed as a warranty or guarantee by District of proper design or proper specifications of materials or construction. District specifically relies upon the design and specifications as prepared or caused to be prepared by Developer as being in keeping with the requirements of District, as being in accordance with the conditions of the geography, and as having specific materials and equipment of the highest practicable quality and character. The Developer will provide a licensed civil engineer to act as the project engineer during construction.

ARTICLE 12 - NOTIFICATION OF DEVIATIONS OR FAILURES: District agrees to notify Developer in writing as to any deviations or failure in construction of the water system improvements pursuant to said plans and specifications, and the requirements of said District as soon as any deviation is brought to District's attention, and Developer shall immediately cause such deviation or failure to be corrected at the sole cost of Developer. Developer agrees that District is not, by inspection of the construction or installation of the improvements, representing Developer or providing a substitute for inspection and control of the work by Developer. Developer agrees that any inspections and observations of the work by District are for the sole purposes of providing notice of the stage and character of the work. Developer agrees that the failure of the District to note variances from the plans and specifications for the project does not excuse or exempt Developer from complying with all terms of these plans and specifications.

ARTICLE 13 - REIMBURSEMENT FOR MONIES EXPENDED BY DEVELOPER: Should Developer desire reimbursement for the monies expended in the installation and construction of water system improvements as provided in the terms and provisions of this Agreement in addition to all other monies expended for the acquisition of rights of way and employment of engineers and contractors for construction, planning, and design of the water system improvements, then Developer shall request such reimbursement in writing and deliver such writing to District headquarters 30 days prior to conveyance of the water system improvements to District as provided in Article 15 herein. District, upon receiving Developer's written request for reimbursement for monies expended pursuant to the terms and provisions of this Agreement, will then determine whether or not Developer is entitled to reimbursement pursuant to District policies, rules, and regulations then in effect. Should District determine that Developer may be entitled to reimbursement, then District, in its sole discretion, may enter into a reimbursement agreement with Developer which shall provide for the method and manner by which Developer would achieve reimbursement of its monies expended for the construction and installation of the water system improvements. Should the District, in its discretion, determine to enter into a reimbursement agreement with Developer, such agreement shall be prepared and entered into prior to Developer's conveyance of water distribution facilities to District, all as set forth in Article 15 herein. The reimbursement agreement shall provide for the method and manner by which District may assist Developer in obtaining reimbursement of a portion of monies expended by Developer for the water system improvements constructed pursuant to the terms of this Agreement.

The Developer is advised that for facilities installed with public funds, the Labor Code requires that all craftsmen, mechanics and laborers be paid the local prevailing wages. The District has not ascertained whether or not reimbursement could be construed as public funding. The Developer assumes all risk as to whether reimbursement could be construed as public funding, and indemnifies the District from all liability claims arising or alleged to arise from construction wages not conforming to local prevailing wages.

IF DISTRICT PARTICIPATION (Fee Credit or District Contribution) IS INVOLVED, INCLUDE THE FOLLOWING:

ARTICLE 14 – PREVAILING WAGES The Developer's attention is directed to and the Developer shall comply with Sections 1720 to 1780, inclusive of the California Labor Code,.

All craftsman, mechanics, and laborers employed or working upon the site of the work (water system improvements) will be paid unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the wage determination which is referenced herein and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Developer, the Developer's Contractor and subcontractors and such laborers and mechanics.

In accordance with Section 1770 of the Labor Code, the District has ascertained that the local prevailing wage rates shall be as determined by the California Department of Industrial Relations. Said rates are accessible on the Internet under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1". The Internet address is <http://www.dir.ca.gov/>. The wage determination shall be posted by the Developer's Contractor before start of work, throughout the work, and at the site of work in a prominent place where it can easily be seen by the workers.

The Developer, the Developer's Contractor, and his subcontractors shall comply with Section 1775 of the California Labor Code concerning the payment of prevailing rate of per diem wages. In accordance with this section, should the Developer's Contractor or his subcontractor fail to pay prevailing rates, the Labor Commissioner may assess monetary forfeitures. The Developer will be responsible for payment of any penalties. A labor and material payment bond is required as specified in this Conveyance Agreement.

Eff. 11/26/03

ARTICLE 14 - COMPLETION OF WORK OR TERMINATION: This Agreement shall terminate and be of no further force or effect at District's discretion should District determine that Developer has failed to cause construction of the water system improvements as shown on Exhibit "A" to be completed within one and one-half (1-1/2) years from the date of this Agreement.

For the purposes of this Article, Developer's completion of the construction shall occur upon the District's accepting conveyance of the water system improvements pursuant to Article 15 of this Agreement. Developer further understands and agrees that District may withhold acceptance of Developer's proposed dedication of the facilities should the District Engineer determine that any portion of the water system improvements have failed to pass appropriate pressure and leakage tests or that samples of water taken from the treated water lines and tested are determined not to be safe by the District Engineer. Developer understands and agrees the District may also withhold acceptance of the proposed dedication of water system should the District Engineer determine that Developer failed to complete all other construction either over, under or adjacent to the water system improvements including but not limited to final road grade, paving, curbs, gutters, sidewalks, all other utilities, and restoration of rights of way.

ARTICLE 15 - CONVEYANCE: Upon completion of the water system improvements in a manner meeting District's approval, Developer shall immediately convey said improvements and title thereto free and clear of all liens, encumbrances and expense to District by such conveyance and documents as deemed necessary by District, including but not limited to the following:

1. An executed "OFFER OF DEDICATION" (Exhibit "C") offering the water system improvements shown on Exhibit "A" to the District.
2. "RELEASE" statements (Exhibit "D") from every contractor, subcontractor, corporation, firm or business entity furnishing materials for or performing labor or other services, OR a Labor and Material Payment Bond (Exhibit "E"), all as specified in Article 5.
3. Developer shall provide District with proof satisfactory to District that Developer has acquired all local, state, and federal permits, maps or licenses and that Developer shall comply with all local, state and federal rules, ordinances and regulations relevant to the real property on, over or under which the water system improvements are situated.
4. Payment of capacity charges due District pursuant to then current District rules and regulations and as specified in Article 3 of this Agreement.
5. Payment of any balance due for engineering, plan-check, and inspection services performed by District.
6. One set of 24-inch by 36-inch reproducible "as-built" drawings on Mylar or material of suitable durability of the improvements constructed.
7. All easements and rights of way required by District.
8. The Developer-constructed water system shall be flushed (or re-flushed) and shall pass bacteriological testing no earlier than 14 calendar days prior to the date the General Manager accepts the Offer of Dedication. The Developer shall provide for proper drainage and de-chlorination equipment during flushing operations. Eff. 11/26/03; rev. 7/29/04

9. Developer shall furnish a Maintenance Bond in the form prescribed in Exhibit "F" attached hereto and made part hereof in an amount of not less than 20 percent of construction cost of the water system improvements protecting the District against any failure of the work due to faulty materials, poor workmanship, or defective equipment within a period of one year following acceptance of the "OFFER OF DEDICATION" of the water system improvements by the District's Board of Directors.

In place of a Maintenance Bond, the Developer may offer a certificate of deposit or an irrevocable letter of credit meeting the District's approval as to form and financial institute utilized. Certificates of deposit used in lieu of a maintenance bond must be opened either in the Developer's name and specifically assigned to the District or opened on behalf of the District only. The signatory for the District shall be the Treasurer or Assistant Treasurer of the District.

District, upon approving the work in writing, shall accept the "OFFER OF DEDICATION" of the water system improvements and include said improvements into its overall water system and shall operate, maintain, and repair said improvements except as specified during the warranty period.

ARTICLE 16 - APPLICATION FOR WATER: No water shall be delivered to or conveyed by or through the water system improvements shown on Exhibit "A", other than for testing purposes, until said water system is conveyed to District, formally accepted by District, and proper applications for water service have been filed with District and accepted.

ARTICLE 17 - OBLIGATION FOR PIPELINES AND/OR FACILITIES: District shall be under no obligation to provide additional pipelines and/or facilities in order to serve water to Developer's project. Upon acceptance of the water system improvements by District, it shall become the sole property of District and shall be used and operated at District's sole discretion.

EITHER

ARTICLE 18 - RULES AND REGULATIONS: Upon the water system improvements being accepted by District, Developer, its successors and assigns, shall be subject to and shall comply with all of the rules and regulations of District and shall pay the water rates, tolls and charges, and standby charges as they may be levied and/or established by District's Board of Directors from time to time.

For purposes of determining standby charges, each parcel to be served from the water system improvements will be assessed from the District acceptance date regardless of the status of the recording of the final map by the appropriate county.

OR

ARTICLE 18 - RULES AND REGULATIONS: Upon the water system improvements being accepted by District, Developer, its successors and assigns, shall be subject to and shall comply with all of the rules and regulations of District and shall pay the water rates, tolls and charges, and standby charges as they may be levied and/or established by District's Board of Directors from time to time. In addition, Developer, its heirs, successors, conservators, guardians, and assigns shall be subject to compliance with the then current rules and regulations of District governing the conversion of multi-family units such as apartment units to condominium units which conversion currently requires payment of higher capacity fees to District and requires converting the District's

master meters now utilized for apartment (multi-party) units into separate meters for each condominium unit.

For purposes of determining standby charges, each parcel to be served from the water system improvements will be assessed from the District acceptance date regardless of the status of the recording of the final map by the appropriate county.

ARTICLE 19 - ASSIGNMENT: No transfer or assignment may be made by Developer of this Agreement or any part or interest of law unless such transfer or assignment is approved in writing by the District, provided further that District shall not unreasonably withhold consent to transfer or assignment. In the event of such transfer or assignment, District may, at its sole option and in addition to any other remedy that it may have, elect to terminate this Agreement.

ARTICLE 20 - NOTICES: The mailing addresses of District and Developer for purposes of giving any notice required pursuant to this Agreement are as follows:

DISTRICT

NEVADA IRRIGATION DISTRICT
P O Box 1019
Grass Valley, CA 95945

DEVELOPER

ZZ
<<
>>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NEVADA IRRIGATION DISTRICT

By _____
President

By _____
Secretary

DEVELOPER

By _____

By _____

Exhibit A

Developer's Improvement Plans

DEVELOPER'S IMPROVEMENT PLANS

Exhibit B

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICTSCHEDULE 4-A
EFFECTIVE JANUARY 1, 2004TREATED WATER SYSTEM
STANDBY CHARGES AND CONNECTION FEES**STANDBY CHARGES** - \$6.00 per month for each parcel.**CONNECTION FEES** 1/ Single family residence, commercial, industrial, and municipal.

Meter Size	Max Rated Capacity	Installation Charge	Capacity Charge	TOTAL Connection Fees 1/
5/8"	20 gpm	\$845.00	\$4,755.00	5,600.00
3/4"	30 gpm	875.00	7,895.00	8,770.00
1"	50 gpm	960.00	15,215.00	16,175.00
1 1/2"	100 gpm	1,810.00	35,665.00	37,475.00
2"	160 gpm	2,705.00	82,405.00	85,110.00
Over 2"			DETERMINED BY DISTRICT	

MULTI-UNIT 2/ RESIDENTIAL DEVELOPMENT for which a master meter is required.

Meter Size	Connection Fees
5/8"	\$ 845 + unit charge/unit
3/4"	875 + unit charge/unit
1"	960 + unit charge/unit
1 1/2"	1,810 + unit charge/unit
2"	2,705 + unit charge/unit
over 2	Actual cost of installation plus unit charge/unit

Type Development	Unit	Unit charge
Mobile Home Park	Pad	\$ 2,130
Apartments	Dwelling	2,980
Senior Apartments 3/	Dwelling	1,265
Motels, Hotels	Dwelling	1,390
Campgrounds	Pad	2,355
Hospitals	Licensed Bed	2,290
Convalescent Hospitals & Resthomes:		
Skilled nursing	Licensed Bed	1,350
Board and care	Licensed Bed	730

1/ Varies with type of development

2/ Multi unit is defined as three or more.

3/ Proof must be provided that apartments are being developed under county ordinances relating to senior apartments or senior independent living centers.

OFFER OF DEDICATION

I/We hereby extend an offer to convey, transfer, and dedicate all rights, title, and interest in and to that certain water system and appurtenances more particularly described in Exhibit "A" attached to the Agreement by and between NEVADA IRRIGATION DISTRICT and ZZ hereinafter referred to as DEVELOPER, dated _____, 20____, a copy of which is on file in District headquarters located in Grass Valley, California; to Nevada Irrigation District, assuring and warranting to said District that the water system for the project known as ww (filed in District's office as "xx"), is free and clear of all liens, encumbrances, and other expense.

I/We have constructed or caused the construction and installation of the water system and improvements described in Exhibit "A" attached to said Agreement, and do hereby assure and warrant to NEVADA IRRIGATION DISTRICT that the water system improvement facilities together with the contractors, subcontractors, employees, or agents of the Developer have been fully and completely paid and there exist no liens, encumbrances, stop notices, or claims on the water system improvement facilities or by any of the subcontractors, employees, or agents against the water system improvement facilities constructed pursuant to the terms of the above Agreement or against NEVADA IRRIGATION DISTRICT.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____, 20____, in the City of _____, County of _____, State of California.

Developer

By _____

By _____

We accept this "OFFER OF DEDICATION" made by _____
_____ on this _____ day of _____, 20____.

Nevada Irrigation District

By _____

General Manager

Note: All blanks must be completed properly, otherwise the Nevada Irrigation District will not accept the Offer.

RELEASE

FOR ADEQUATE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, jointly, severally, and individually releases and forever discharges the Developer, ZZ, and NEVADA IRRIGATION DISTRICT, together with all other persons, firms, business entities, irrigation districts, and government entities whatsoever of and from any and all actions, causes of action, claims, demands, damages, stop notice actions, costs, expenses, liens, and compensation on account of or in any way growing out of the construction, installation, and work of those certain water system facilities described in the Conveyance Agreement dated _____, 20__, by and between NEVADA IRRIGATION DISTRICT and the Developer named above; the project being known as ww, (filed in District's office as "xx").

Individual Or Firm

(Print Name)

(Address)

(City)

(State)

(Zip)

By _____
(Signature)

(Title)

(Date)

Note: All blanks must be completed; otherwise the Nevada Irrigation District will not accept the release.

LABOR AND MATERIAL PAYMENT BOND

By this Agreement _____
 of _____, hereinafter referred
 to as "Principal", and _____
 of _____

(a corporation certified as a corporation admitted to do business in the State of California as a surety insurer), hereinafter referred to as "Surety" are held and firmly bound to NEVADA IRRIGATION DISTRICT, hereinafter referred to as "District", and to any and all persons who perform labor upon, or furnish material to be used in, or furnish appliances, trucks, or power contributing to the work to be performed under an agreement (filed in District's office as "xx"), hereinafter specifically described in the amounts of _____ (\$_____), for the payment of which Principal and Surety hereby bind themselves, their heirs, legal representatives, successors, and assigns, jointly and severally.

On the date of _____, 20____, Principal entered into an agreement with District for the principal purposes of constructing or providing for the construction of certain water system improvements, together with appurtenances thereto, to which agreement references are made for further particulars. A copy of the Agreement is attached hereto labeled Exhibit "A" and made a part hereof.

The condition of this obligation is that if the Principal shall promptly and faithfully make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor thereof including all amounts due for materials, lubricants, labor, in the prosecution of the work provided for in the Agreement attached hereto as Exhibit "A" and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, power, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all other labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

FOR VALUE RECEIVED, the Surety hereby agrees that no change, extension of time, alteration, or addition to the terms of the Agreement attached hereto as Exhibit "A" or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety's obligation on this Bond, and said Surety does hereby waive notice of any such change, extension of time, alteration, or addition or modification to the terms of the Agreement or to the work to be performed or to the specifications.

The lien claimants to whom the provisions of this Bond inure shall have a right of action to recover hereon in any suit brought to foreclose liens as provided by the Mechanics Lien Laws and Public Work Lien Laws of the State of California, or in a separate suit brought hereon. No final settlement or compromise between the District and the Developer shall abridge the right of any beneficiary hereunder to pursue such remedies as may be provided such beneficiary by California Law.

Exhibit E

IN WITNESS WHEREOF, this Labor and Material Payment Bond is executed on the _____ day of _____, 20____ in the City of _____, County of _____, State of California.

[Seal]

"PRINCIPAL"

[Seal]

"SURETY"

State of California }
County of _____ } ss

Subscribed and sworn to before me this _____ day of _____, 20____, at _____, California.

Notary Public

1) No _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, (2) _____ hereinafter called "Principal", and (3) _____ of _____ hereinafter called "Surety", are held and firmly bound unto the Nevada Irrigation District, Post Office Box 1019, Grass Valley, California 95945, hereinafter called "Obligee", in the sum of (5) _____ Dollars, (6)(\$ _____) for the payment of which, well and truly to be made, the said Principal and Surety bind themselves, jointly, severally, and firmly by these presents together with their heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas, the said Principal has entered into a certain Agreement with the Obligee (filed in District's office as "xx") dated (7) _____, this Maintenance Bond being Exhibit "F" of that Agreement, for the construction and the installation of water system improvements and all appurtenances thereto, the conditions of said Agreement being made a part hereof, wherein Principal agrees to repair, maintain, and remedy the water system improvements and all appurtenances for a period of one year following the date of Obligee's acceptance of the conveyance of the water system improvements and appurtenances.

NOW, THEREFORE, if the Principal shall maintain and remedy said work free from defects in materials and workmanship for a period of one year following the date on which the Board of Directors of the Obligee formally accepts conveyance of work described herein, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, this Maintenance Bond is executed on the ____ day of _____, 20____, in the City of _____, County of _____, State of California.

(Seal) _____ (8)

(If Applicable) _____

(9)
By _____
"PRINCIPAL"

(Seal) _____ (10)

(11)
By _____
"SURETY"

(12) Address _____

State of California }
 }
County of _____} ss

Subscribed and sworn to before me this ____ day of _____, 20____, at _____, California.

Notary Public

- (1) Surety's Bond number for reference.
- (2) Same as "Developer" in Conveyance Agreement.
- (3) Full name of Surety Company.
- (4) State in which it was duly organized.
- (5) Amount as agreed to by District Engineer - spell out.
- (6) Numerical dollar amount.
- (7) Date of Agreement with the District.
- (8) Type or print Principals (correct) Corporate, Partnership, or individual's name, as the case may be.
- (9) Signature and seal, if applicable, must be witnessed and notarized.
- (10) Type or print Surety's corporate name.
- (11) Signature and seal must be witnessed and notarized. If signator for Surety is Attorney-in-fact, attach the proper Power of Attorney.
- (12) Enter mailing address of Surety for purposes of giving any notice pursuant to this Maintenance Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____

hereinafter called "Principal" and (3) _____

of _____ State of _____ hereinafter called
 the "Surety", are held and firmly bound unto Nevada Irrigation District, hereinafter called
 "Owner", in the penal sum of _____ Dollars
 (\$_____) in lawful money of the United States, for the payment of which sum well and
 truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
 and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a
 certain agreement with the Owner, dated the _____ day of _____, 20____, a copy
 of which is hereto attached and made a part hereof for the construction of the _____, including
 all appurtenances thereto, all as set forth in the attached agreement.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
 undertakings, covenants, terms, conditions and agreements of said agreement during the
 original term thereof, and any extensions thereof which may be granted by the Owner, with or
 without notice to the Surety, and if he shall satisfy all claims and demands incurred under such
 agreement, and shall fully indemnify and save harmless the Owner from all costs and damages
 which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all
 outlay and expense which the Owner may incur in making good any default, then this obligation
 shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
 that no change, extension of time, alteration or addition to the terms of the agreement or to the
 work to be performed thereunder or the specifications accompanying the same shall in any way
 affect its obligation on this bond, and it does hereby waive notice of any such change, extension
 of time, alteration or addition to the terms of the agreement or to the work or to the
 specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the developer shall
 abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Performance Bond

ZZ

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which
 shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(Seal)

(Witness as to Principal)_____
(Address)

ATTEST:

(Surety) Secretary

(Seal)

(Witness as to Surety)_____
(Address)_____
Principal

By _____

(Address)_____
SuretyBy _____
Attorney-in-Fact_____
(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- 1) Correct name of Developer.
- 2) A Corporation, A Partnership, or an Individual, as case may be.
- 3) Correct name of Surety.
- 4) If Principal is a Partnership, all partners must execute bond.

NEVADA IRRIGATION DISTRICT
1036 W. Main Street
Grass Valley, CA 95945
(530) 273-6185

VARIANCE REQUEST

District regulations require, at least 50 percent of the parcel, but in no case less than 50 feet, must be fronted by a minimum 8-inch diameter water main. Owner hereby applies for a variance to District Regulations per Section 10.08. Consideration for approval of a variance is based upon the District's ability to provide treated water service to the subject property while maintaining orderly development of the water system.

(Please Type or Print Legibly)

Owner's Name _____

Authorized Representative _____

Contact Mailing Address _____

City _____ State _____ Zip _____

Contact Telephone Number _____ Fax Number _____

Property Address _____

County _____ Assessor's Parcel Number(s) _____

Present Zoning _____ Can property be further divided? _____

Does an auxiliary water supply exist? Yes _____ No _____

If yes check type: Well _____ Spring _____ Irrigation Service _____ Other _____

Desired Service Size: 5/8" _____ 3/4" _____ 1" _____ Other _____

Residential _____ Commercial/Industrial _____ # Units _____

A nonrefundable Administrative Processing Fee of \$175 is due with this request.

Property Owner's Signature _____ Date _____

THIS SIDE TO BE COMPLETED BY DISTRICT

Parcel/Lot Number(s)

Tax Area Code(s) _____ Inside District: Yes _____ No _____

Prior Variance Request(s) _____**Right of Way**

- Existing right-of-way effecting the property or project? Yes _____ No _____
- If yes, Book _____ Document _____ (Of Record) Page _____ Deed _____
- Comments: _____

By _____ Date _____

Operations Department

- Comments: _____

By _____ Date _____

Engineering Department

- Pressure constraints: _____
- Comments: _____

By _____ Date _____

Customer Service

- Standby Factor _____ From _____ To _____
 - Improvement District _____ Buy-In Fee _____
- Reimbursement Agreement include variances? (Name agreement) _____

VARIANCE REQUEST

Please provide a map, sketch or assessor's parcel map indicating the location of the property and the access thereto.

Describe why you believe a variance should be granted. Give any additional information you feel is pertinent to the variance request (You may submit a separate letter instead):

[illegible]

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424

APN: xx-xxx-xx-xxx

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR
TEMPORARY WATER SERVICE AND CONTRIBUTION FOR
FUTURE TREATED WATER MAIN EXTENSION
XXXXXXX**

This agreement, made on the ____ day of _____, 20____, by and between the NEVADA IRRIGATION DISTRICT ("DISTRICT"), an irrigation district formed and existing pursuant to Division 11 of the Water Code of the State of California, and XXXXXXXXXXXX ("CUSTOMER"), authorizes a temporary domestic water service to the Customer, subject to certain conditions and obligations, and provides for the termination of such temporary water service upon the installation of future treated water mainline facilities ("FUTURE MAIN") fronting or abutting CUSTOMER'S PROPERTY and further provides as follows:

RECITALS

WHEREAS, Customer is the owner of a parcel of land located at XXXXXXXX, CA XXXXXXXX, known as Assessor Parcel No. XX-XXX-XXX-XX, of XXXXXXXX County, and more particularly described in vesting deed recorded on _____, Document Number _____, of XXXXXXXX County Records referred to as Exhibit "A", attached hereto and by this reference incorporated herein ("PROPERTY"); and

WHEREAS, CUSTOMER desires potable water service from DISTRICT and such service cannot be provided under DISTRICT'S established rules because PROPERTY is not fronted by a treated water main, and more than 300 feet of pipeline must be installed to provide a permanent water service to PROPERTY meeting DISTRICT'S rules for service; and

WHEREAS, CUSTOMER can access a DISTRICT treated water main that does not front PROPERTY through an easement, or easements, from neighboring property owners; and

WHEREAS, in lieu of installing more than 300-feet of mainline extension at this time, CUSTOMER is agreeable to pay CUSTOMER'S fair share of the FUTURE MAIN to be built by others, and has requested approval for a Temporary Service Location ("TSL") from DISTRICT until such FUTURE MAIN is constructed; and

WHEREAS, the TSL provides for a connection to DISTRICT'S treated water pipeline on **xxxxxxx Road** until a permanent service location is available, in accordance with the rules and regulations of DISTRICT, from the FUTURE MAIN; and

WHEREAS, in addition to paying all capacity charges and meter installation fees for the temporary and future connections to the DISTRICT pipelines, CUSTOMER is willing to contribute to the cost of the FUTURE MAIN based on DISTRICT'S estimates and formula for Treated Water Main Contribution ("TWM CONTRIBUTION"), as identified herein.

AGREEMENT

NOW THEREFORE, DISTRICT and CUSTOMER agree as follows:

1. DISTRICT hereby approves CUSTOMER'S request for a TSL to provide treated water to the PROPERTY, in the approximate location shown on Exhibit "X", attached hereto, and subject to CUSTOMER'S payment of all charges and fees, and compliance with all terms of this Agreement.

2. Easements. CUSTOMER has obtained all necessary easements from neighboring property owners for the construction and maintenance of a temporary service line to the point of connection for the TSL, and all such easements are recorded with the County Recorder of **XXXXXX** County, with a conformed copy of such recording on file with the DISTRICT.

3. Fees and Charges. CUSTOMER has paid the current connection fee for the TSL connection to the existing water main, and the current capacity charge for a **XX**-inch service. In addition, CUSTOMER has paid an amount equal to an additional connection fee representing the estimated costs for the relocation and future connection to the FUTURE MAIN at the permanent location, and any other related fees required by DISTRICT rules and regulations. For the purpose of this Agreement, current fees and charges shall mean the DISTRICT rates, fees, or charges that are in effect at the time of payment by CUSTOMER.

4. Contribution to the Future Main. CUSTOMER and DISTRICT understand and agree that the FUTURE MAIN will benefit CUSTOMER, that CUSTOMER desires to pay CUSTOMER'S fair share thereof, and that the TSL is not intended to be a permanent point for delivery of water service to CUSTOMER'S parcel. Therefore, CUSTOMER and DISTRICT agree that approval of this TSL does not reduce or eliminate CUSTOMER'S obligation to pay the pro-rata share of the FUTURE MAIN, and that the actual cost for the FUTURE MAIN, and CUSTOMER'S prorata share of that cost, can only be estimated at this time. Therefore, CUSTOMER agrees to contribute and the District acknowledges receipt of **\$X,XXX.XX** to the actual cost of the FUTURE MAIN, based on DISTRICT'S estimate and formula for a Treated Water Main, and both CUSTOMER and DISTRICT agree that the TWM CONTRIBUTION represents a reasonable pro-rata share of the current estimated cost of the FUTURE MAIN, including the costs for design, surveying, inspection, installation and materials, construction staking, and project management. No further contribution will be required of CUSTOMER for FUTURE MAIN unless PROPERTY subdivides.

The DISTRICT shall deposit the TWM CONTRIBUTION in an interest bearing account for use in funding the FUTURE MAIN by a private water line extender, DISTRICT, or another public agency.

5. Connection to the Future Main. Upon completion of the FUTURE MAIN, DISTRICT will install a meter to the FUTURE MAIN at the permanent service location fronting the PROPERTY, or at such other location as is consistent with DISTRICT'S rules and regulations. DISTRICT shall notify CUSTOMER of the meter availability at the permanent service location and provide CUSTOMER with 30 days notice of the termination of the TSL. Upon receipt of such notification, CUSTOMER shall re-plumb water service to the permanent meter location. All CUSTOMER'S costs that are necessary for disconnection from the TSL and of reconnecting the CUSTOMER'S buildings to the permanent service location, including the cost of all piping, trenching, valves, and landscape restoration shall be borne by the CUSTOMER. DISTRICT will remove the meter at the TSL and cut CUSTOMER'S service line connected thereto at any time after the expiration of said 60 days after it provides the notice specified above.

6. Single Use. Water service in accordance with this Agreement shall be for one single-family residence only - which may include one "granny unit," on the PROPERTY. Service to additional dwellings or parcels shall terminate this TSL.

7. Title. Grant of this TSL and related provision of domestic water service, and DISTRICT'S right to terminate said TSL upon notice of a permanent meter location constitutes a covenant running with and benefiting and burdening the PROPERTY, and further constitutes an equitable servitude running with said PROPERTY and may be enforced against CUSTOMER, the heirs, successors and assigns, at such time as said permanent service location has been provided by DISTRICT.

8. Termination. As and for further consideration of this TSL approval by DISTRICT, CUSTOMER, the heirs, successors and assigns, hereby agree that water service to be provided to the PROPERTY is subject to discontinuance by DISTRICT in the event of a breach of this Agreement by CUSTOMER, the heirs, successors and assigns.

THIS AGREEMENT is made by the undersigned parties on the date first written above, at Grass Valley, California.

CUSTOMER

NEVADA IRRIGATION DISTRICT (DISTRICT)

By: _____
XXXXXXXX

By: _____
President of the Board of Directors

[Notarize all signatures]

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424

APN: xx-xxx-xx-xxx

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR

**TEMPORARY WATER SERVICE AND CONTRIBUTION FOR
FUTURE TREATED WATER MAIN EXTENSION
XXXXXXX**

This agreement, made on the ____ day of _____, 20__, by and between the NEVADA IRRIGATION DISTRICT ("DISTRICT"), an irrigation district formed and existing pursuant to Division 11 of the Water Code of the State of California, and XXXXXXXXXXXX ("CUSTOMER"), authorizes a temporary domestic water service to the Customer, subject to certain conditions and obligations, and provides for the termination of such temporary water service upon the installation of future treated water mainline facilities ("FUTURE MAIN") fronting or abutting CUSTOMER'S PROPERTY and further provides as follows:

RECITALS

WHEREAS, Customer is the owner of a parcel of land located at XXXXXXXX, CA XXXXXXXX, known as Assessor Parcel No. XX-XXX-XXX-XX, of XXXXXXXX County, and more particularly described in vesting deed recorded on _____, Document Number _____, of XXXXXXXX County Records referred to as Exhibit "A", attached hereto and by this reference incorporated herein ("PROPERTY"); and

WHEREAS, CUSTOMER desires potable water service from DISTRICT and such service cannot be provided under DISTRICT'S established rules because PROPERTY is not fronted by a treated water main, and more than 300 feet of pipeline must be installed to provide a permanent water service to PROPERTY meeting DISTRICT'S rules for service; and

WHEREAS, CUSTOMER can access a DISTRICT treated water main that does not front PROPERTY through an easement, or easements, from neighboring property owners; and

WHEREAS, in lieu of installing more than 300-feet of mainline extension at this time, CUSTOMER is agreeable to pay CUSTOMER'S fair share of the FUTURE MAIN to be built by others, and has requested approval for a Temporary Service Location ("TSL") from DISTRICT until such FUTURE MAIN is constructed; and

WHEREAS, the TSL provides for a connection to DISTRICT'S treated water pipeline on **xxxxxxx Road** until a permanent service location is available, in accordance with the rules and regulations of DISTRICT, from the FUTURE MAIN; and

WHEREAS, in addition to paying all capacity charges and meter installation fees for the temporary and future connections to the DISTRICT pipelines, CUSTOMER is willing to contribute to the cost of the FUTURE MAIN based on DISTRICT'S estimates and formula for Treated Water Main Contribution ("TWM CONTRIBUTION"), as identified herein.

AGREEMENT

NOW THEREFORE, DISTRICT and CUSTOMER agree as follows:

1. DISTRICT hereby approves CUSTOMER'S request for a TSL to provide treated water to the PROPERTY, in the approximate location shown on Exhibit "X", attached hereto, and subject to CUSTOMER'S payment of all charges and fees, and compliance with all terms of this Agreement.

2. Easements. CUSTOMER has obtained all necessary easements from neighboring property owners for the construction and maintenance of a temporary service line to the point of connection for the TSL, and all such easements are recorded with the County Recorder of **XXXXXX** County, with a conformed copy of such recording on file with the DISTRICT.

3. Fees and Charges. CUSTOMER has paid the current connection fee for the TSL connection to the existing water main, and the current capacity charge for a **XX**-inch service. In addition, CUSTOMER has paid an amount equal to an additional connection fee representing the estimated costs for the relocation and future connection to the FUTURE MAIN at the permanent location, and any other related fees required by DISTRICT rules and regulations. For the purpose of this Agreement, current fees and charges shall mean the DISTRICT rates, fees, or charges that are in effect at the time of payment by CUSTOMER.

4. Contribution to the Future Main. CUSTOMER and DISTRICT understand and agree that the FUTURE MAIN will benefit CUSTOMER, that CUSTOMER desires to pay CUSTOMER'S fair share thereof, and that the TSL is not intended to be a permanent point for delivery of water service to CUSTOMER'S parcel. Therefore, CUSTOMER and DISTRICT agree that approval of this TSL does not reduce or eliminate CUSTOMER'S obligation to pay the pro-rata share of the FUTURE MAIN, and that the actual cost for the FUTURE MAIN, and CUSTOMER'S prorata share of that cost, can only be estimated at this time. Therefore, CUSTOMER agrees to contribute and the District acknowledges receipt of **\$X,XXX.XX** to the actual cost of the FUTURE MAIN, based on DISTRICT'S estimate and formula for a Treated Water Main, and both CUSTOMER and DISTRICT agree that the TWM CONTRIBUTION represents a reasonable pro-rata share of the current estimated cost of the FUTURE MAIN, including the costs for design, surveying, inspection, installation and materials, construction staking, and project management. No further contribution will be required of CUSTOMER for FUTURE MAIN unless PROPERTY subdivides.

The DISTRICT shall deposit the TWM CONTRIBUTION in an interest bearing account for use in funding the FUTURE MAIN by a private water line extender, DISTRICT, or another public agency.

5. Connection to the Future Main. Upon completion of the FUTURE MAIN, DISTRICT will install a meter to the FUTURE MAIN at the permanent service location fronting the PROPERTY, or at such other location as is consistent with DISTRICT'S rules and regulations. DISTRICT shall notify CUSTOMER of the meter availability at the permanent service location and provide CUSTOMER with 30 days notice of the termination of the TSL. Upon receipt of such notification, CUSTOMER shall re-plumb water service to the permanent meter location. All CUSTOMER'S costs that are necessary for disconnection from the TSL and of reconnecting the CUSTOMER'S buildings to the permanent service location, including the cost of all piping, trenching, valves, and landscape restoration shall be borne by the CUSTOMER. DISTRICT will remove the meter at the TSL and cut CUSTOMER'S service line connected thereto at any time after the expiration of said 60 days after it provides the notice specified above.

6. Single Use. Water service in accordance with this Agreement shall be for one single-family residence only - which may include one "granny unit," on the PROPERTY. Service to additional dwellings or parcels shall terminate this TSL.

7. Title. Grant of this TSL and related provision of domestic water service, and DISTRICT'S right to terminate said TSL upon notice of a permanent meter location constitutes a covenant running with and benefiting and burdening the PROPERTY, and further constitutes an equitable servitude running with said PROPERTY and may be enforced against CUSTOMER, the heirs, successors and assigns, at such time as said permanent service location has been provided by DISTRICT.

8. Termination. As and for further consideration of this TSL approval by DISTRICT, CUSTOMER, the heirs, successors and assigns, hereby agree that water service to be provided to the PROPERTY is subject to discontinuance by DISTRICT in the event of a breach of this Agreement by CUSTOMER, the heirs, successors and assigns.

THIS AGREEMENT is made by the undersigned parties on the date first written above, at Grass Valley, California.

CUSTOMER

NEVADA IRRIGATION DISTRICT (DISTRICT)

By: _____
XXXXXXXX

By: _____
President of the Board of Directors

[Notarize all signatures]

NEVADA IRRIGATION DISTRICT
1036 W. Main Street
Grass Valley, CA 95945-5424
530-273-6185

DISTRICT FINANCED WATERLINE EXTENSION PROGRAM
APPLICATION

District regulations require that at least 50 percent of the parcel, but in no case less than 50 feet, must be fronted by a minimum 8-inch diameter water main. The applicant is hereby applying for the District Financed Waterline Extension Program in accordance with Section 10.20 of District Rules and Regulations relating to Water Service.

(Please Type or Print Legibly)

Owner's Name _____

Contact Mailing Address _____

City _____ State _____ Zip _____

Contact Telephone Number _____ Alternate Number _____

Property Address _____

County _____ Assessor's Parcel Number(s) _____

Present Zoning _____ Can property be further divided? ☐ Yes
☐ No

Existing domestic water supply: ☐ Well; ☐ Spring; ☐ Irrigation Service; ☐
Other _____

Desired Service Size: ☐ 5/8"; ☐ 3/4"; ☐ 1"; ☐ Other _____

A nonrefundable Administrative Processing Fee of \$175 is due with this request, as well as nonrefundable Credit Check Fee of \$25; a total of \$200 will be collected at the time of application.

Property Owner's Signature _____ Date _____

This side to be completed by District

Parcel/Lot Number(s) _____

Tax Area Code(s) _____ Inside District? ☐ Yes ☐ No

Prior Temporary Service Location Request(s) _____

Right of Way

- Existing right-of-way affecting the property or project? ☐ Yes ☐ No
- If yes, Book _____ Document _____ (Of Record) Page _____ Deed _____
- Comments: _____

By _____ Date _____

Operations Department

- Comments: _____

By _____ Date _____

Engineering Department

- Pressure constraints: _____
- Comments: _____

By _____ Date _____

Customer Service

- Improvement District _____ Buy-In Fee _____
- District Financed WLE _____ Buy-In Fee _____
- Other Financing District _____ Buy-In Fee _____
- Reimbursement Agreement? (Name agreement) _____

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945-5424

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FUNDING AGREEMENT
for [NAME](District Financed Waterline Extension)
[Road Name] Waterline Extension

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "PARTICIPANT", sets forth the terms and condition under which District shall provide the up-front financing for the installation of a treated water pipeline to serve lands of PARTICIPANT and lands of other beneficiaries and by which PARTICIPANT shall pay back amounts advanced by DISTRICT with billings for bi-monthly water charges.

RECITALS**WHEREAS,**

1. PARTICIPANT is the owner of _____ County Assessor Parcel Number _____, hereinafter referred to as "PARCEL." PARCEL, having a site address of _____, is described in vesting deed recorded on _____, at Document Number _____, _____ County Records, and is generally shown as "PIQ" (Parcel in Question) on Exhibit "A", attached hereto and made a part hereof. All other parcels participating in the project are also shown in Exhibit "A".
2. PARCEL does not currently have DISTRICT treated water service available.
3. PARTICIPANT owns one parcel in a group of several other participating parcels, the owners of which also desire treated water service from DISTRICT.
4. DISTRICT has completed a water service study to determine requirements for water service availability to the PARCEL and other parcels participating in the project all as shown in Exhibit "A". The water system improvements required to provide service are known as the _____ waterline extension project, are shown schematically in Exhibit "A", and are collectively referred to herein as "WLE".

5. DISTRICT'S regulations provide for the extension of waterlines at the request of landowners whose land is otherwise eligible for service upon payment by landowners of the cost of said extension. PARTICIPANT has requested consideration by DISTRICT of extending a waterline to PARCEL, and other parcels that can benefit therefrom, with the costs to be advanced by DISTRICT in consideration for PARTICIPANT'S promise to remit the share thereof applicable to PARCEL through monthly installment payments.
6. DISTRICT'S regulations further provide that before water service can be provided to any parcel(s), charges for all DISTRICT capital facilities must be paid at the time of connection. Included within such charges are the costs of DISTRICT facilities required to provide treated water service, and the costs of any pipeline needed to extend service from the nearest DISTRICT mainline to the parcel(s) to be served. These charges are generally referred to hereafter as a "connection charge."
7. DISTRICT is willing to provide treated water service to the PARCEL by extending DISTRICT facilities.
8. DISTRICT will provide funding for the WLE provided PARTICIPANT, as PARCEL owner, agrees to repay the fair share of the actual total project cost for providing water service to PARCEL, including a surcharge required to restore to DISTRICT its lost interest income, and provided further that all other parcels participating in the WLE agree to equivalent terms and conditions.
9. PARTICIPANT will repay DISTRICT through payment of a service extension charge billed by DISTRICT in addition to the regular treated water bill charged to PARTICIPANT for water service to the PARCEL. The service extension charge shall be separately shown on the bill remitted for bi-monthly water service charges.
10. PARTICIPANT agrees the service extension charge is a connection charge the payment of which is a pre-requisite to service to the PARCEL.
11. PARTICIPANT agrees that the service extension charge will be treated as a connection charge for billing and collection purposes and that DISTRICT may secure payment thereof by discontinuance of service. PARTICIPANT agrees that the unpaid balance of the PARCEL'S *Total Charge*, as defined below, shall be considered a lien against the PARCEL, and is currently due and owing as set forth herein.
12. In order to assist PARTICIPANT in recovering some portion of his expense in installing the waterline, DISTRICT is willing to collect reimbursement from owners of non-participating parcels and to credit a proportionate share of the amount collected to PARTICIPANT, all as determined herein.

NOW, THEREFORE, the parties mutually agree as follows:

A. DEFINITIONS:

1. PARTICIPANT: Owner(s) of the PARCEL as identified herein which is/are a party to this agreement.
2. Participating Parcels: Those parcels identified in Exhibit "A" by their Assessor Parcel Numbers and by which owner(s) have executed a valid Treated Water Service Extension Agreement, including the PARCEL as identified herein. For the purposes of this agreement, the total number of *Participating Parcels* is set at _____.

3. Waterline Extension (WLE): All DISTRICT facilities required to provide treated water service to the participating parcels shown in Exhibit "A", including but not limited to, pipelines and appurtenances, fire hydrants, service assemblies, pressure reducing stations, pump stations, storage tanks, land, and easements.
4. Estimated Project Cost: Total project cost as estimated by DISTRICT for purposes of defining PARCEL'S obligations under this agreement, said estimate being shown in Exhibit "B" attached hereto and made a part hereof.
5. Total Project Cost: All costs associated with the design and installation of the WLE, including but not limited to, pre-design, compliance with the California Environmental Quality Act, design, land and easement acquisition, construction contracts, inspection, construction contract administration, consulting services, administration of consulting service agreements, and all DISTRICT material, labor, and equipment, including overhead.
6. PARCEL'S Share: PARCEL'S *Share* of the *Estimated Project Cost* as calculated in Exhibit "C" attached hereto and made a part hereof. PARCEL'S *Share* shall be adjusted to reflect the actual *Total Project Cost*. The actual *Total Project Cost* shall not exceed the *Estimated Project Cost* for the purposes of calculating PARCEL'S *Share*.
7. PARCEL'S Total Charge: PARCEL'S *Total Charge* after adding capacity charges and meter installation charges for the requested 5/8" water meter(s) to PARCEL'S *Share*, less any cash deposits required herein, all as calculated in Exhibit "C". See Exhibit "D" attached hereto and made a part hereof for Schedule 4-A (Capacity and Meter Installation Charges).
8. Payment Recovery Period: The number of months allowed for recovering project costs including a surcharge. For the purposes of this agreement, the *Payment Recovery Period* shall be set at 240 months.
9. Base Monthly Recovery Charge: The monthly charge required to recover PARCEL'S *Total Charge* over the Payment Recovery Period, all as calculated in Exhibit "C".
10. Surcharge Multiplier: An integer applied to the *Base Monthly Recovery Charge* for as long as any portion of PARCEL'S *Total Charge* is outstanding that reflects the interest earnings lost by District as a result of funding the WLE. For the purposes of this agreement, the *Surcharge Multiplier* shall be as calculated in Exhibit "C".
11. Service Extension Charge (SEC): The monthly charge required to recover project funding provided by the DISTRICT including the amount derived by the Surcharge Multiplier, all as calculated in Exhibit "C". The *Service Extension Charge*, herein after referred to as "SEC", shall be added to the monthly treated water bill for the PARCEL as a line item separate from the consumptive use charges.
12. Subdivision of a Parcel: Any action that creates two or more parcels or separate residential units, including but not limited to condominiums or town homes, which will be described by separate deeds.

13. Reimbursement Charge: The amount collected from parcels connecting directly to the WLE, excepting there from *Participating Parcels*. The *Reimbursement Charge* shall be equal to the PARCEL'S *Share* as defined herein.

B. GENERAL:

1. This agreement shall be recorded with _____ County.
2. DISTRICT agrees to design and construct, or cause the design and construction of the WLE shown in Exhibit "A". WLE design and construction includes, but is not limited to, pre-design, compliance with CEQA, design, land and easement acquisition, construction, inspection, consulting agreement administration, and construction contract administration. PARTICIPANT agrees that DISTRICT, in its sole discretion, will not be required to contract for construction but may, in its sole discretion, perform any and all above-described project functions with its own employees, material, and equipment.
3. PARTICIPANT agrees that water service will not be available to the PARCEL until DISTRICT completes construction of the WLE shown in Exhibit "A". DISTRICT agrees to diligently pursue construction and completion of the WLE.
4. PARTICIPANT agrees that DISTRICT has many priorities, including other demands for water service, regular operations and maintenance duties, and emergencies, all of which may take precedence over DISTRICT completing the WLE project within a timeframe reasonably expected by PARTICIPANT. PARTICIPANT agrees to hold DISTRICT harmless for any damages or losses caused in whole or in part by any delay in completion of the WLE.
5. PARTICIPANT agrees that PARCEL'S *Total Charge* constitutes a part of the connection charge for the parcel, the payment of which is a pre-requisite to water service to the PARCEL. PARTICIPANT agrees that the PARCEL'S *Total Charge*, as specified in this agreement, is due and payable prior to connection and shall be a lien against the PARCEL payable through monthly SEC charges for the term of this agreement.

C. PROJECT COST AND FUNDING:

1. PARTICIPANT understands and agrees that the Estimated Project Cost is not considered a guaranteed price to perform the work, and that the estimate contains contingencies to help ensure that the estimate covers all reasonably anticipated costs.
2. DISTRICT agrees to provide all funds necessary to meet WLE Total Project Cost.
3. DISTRICT further agrees to provide additional funding if actual Total Project Costs exceed the Estimated Project Cost, and if that occurs DISTRICT shall not seek nor be entitled to reimbursement for such additional costs from participating parcel(s). PARCEL'S *Share* shall not exceed that calculated in Exhibit "C".

D. PARTICIPANT'S DEPOSIT:

PARTICIPANT has paid to DISTRICT a good-faith deposit of [Deposit Amount] as calculated in Exhibit "C"; receipt of which is hereby acknowledged. PARTICIPANT'S deposit shall be aggregated with all other deposits received from Participating Parcels. PARTICIPANT agrees that District shall not return any part of PARTICIPANT'S prorated share of the

aggregated total deposit required to reimburse DISTRICT for work performed, and materials and equipment supplied; including overhead charges. The balance of said deposit shall be refunded upon the occasion that the DISTRICT fails to provide treated water service through its own actions and not the actions of any one participant or group of participants, or actions not within the control of DISTRICT, or this agreement is terminated by mutual agreement between DISTRICT and PARTICIPANT.

E. APPLICATION FOR WATER SERVICE:

1. PARTICIPANT has signed and returned a Water Service Application Form for the 5/8" meter(s) requested, a copy of which is attached hereto, marked Exhibit "E" and made a part hereof.
2. PARTICIPANT may request and obtain a service size larger than a 5/8" meter.
3. PARTICIPANT agrees to pay any additional capacity and meter installation charges at the then current rate, and any additional charges for a backflow prevention device if required at then current rates. PARTICIPANT further agrees to apply for, obtain, sign and return a revised Water Service Application Form, and pay 100% of such additional charges prior to DISTRICT completing construction of the water system improvements. Failure to complete a revised service application and pay such additional charges shall result in the installation of the 5/8" meter(s).
4. Should DISTRICT, either before or after the commencement of service, in its sole discretion, determine that a backflow prevention device is required; PARTICIPANT shall sign a revised Service Application Form and pay the appropriate fees. Should PARTICIPANT fail to complete a revised service application, including the payment of fees, the service assembly shall be locked in the "off" position and will remain so locked until such Water Service Application Form has been revised, signed, appropriate fees paid, and the DISTRICT has installed and tested the backflow prevention device. Meanwhile, the monthly water bill shall continue and shall include among others, the SEC. The water bill, notwithstanding the fact that water is not being used, must be paid in a timely manner and in full. Failure to do so shall cause the water bill to become delinquent.

F. WATER BILL:

1. PARTICIPANT agrees that the SEC as defined herein shall be added to the bi-monthly bill for treated water associated with PARCEL. The SEC will be shown on the bill as a line item separate from charges for water actually used, PARTICIPANT agrees that the SEC is a connection charge the payment of which is a pre-requisite for water service to PARCEL. Failure to pay any portion of the total bill will result in the bill becoming delinquent.
2. PARTICIPANT agrees that once the SEC has been calculated and first appears on a water bill, the SEC shall not change for the duration of this agreement.

G. FAILURE TO PAY THE SEC:

1. PARTICIPANT understands and agrees that failure to pay the bi-monthly portion of the SEC, in part or in whole, shall cause the water bill to become delinquent and may result in the termination of treated water service to the PARCEL and removal of the water meter. For the purposes of this agreement, a water bill shall be considered delinquent at the end of the fifth working day after District issues a service turn-off

notice. Also, for the purposes of this agreement, the water bill shall be considered delinquent immediately upon DISTRICT issuing a subsequent notice of turn-off if such notice is issued to the same owners of a *Participating Parcel*. DISTRICT Rules and Regulations in effect at that time shall determine the circumstances under which a turn-off notice is issued.

2. PARTICIPANT agrees that once the water bill becomes delinquent as defined above, water service shall be subject to termination. PARTICIPANT agrees that water service shall not be restored until such time as all delinquent amounts, including but not limited to, all past SEC charges, DISTRICT normal and customary water charges, delinquent charges, interest charges, and service charges have been paid in full.
3. PARTICIPANT agrees that nothing herein shall prohibit DISTRICT from utilizing all other methods for collection of delinquent charges, including delinquent SEC charges, permitted under the California Water Code or other applicable law and consistent with the nature of the PARCEL'S *Total Charge* lien created hereby.
4. PARTICIPANT agrees that PARCEL'S *Total Charge* is not a charge for consumptive water used through the meter nor is it a debt that is personal to PARTICIPANT, but is in the nature of a connection charge, which is due and owing as a condition to water service being made available to the PARCEL. PARTICIPANT agrees that all delinquent SEC charges, including all SEC late fee penalties, shall be included in the unpaid PARCEL'S *Total Charge* lien against the PARCEL, as set forth in paragraph B.5, above. Should any portion of PARCEL'S *Total Charge* not be paid, for any reason, then such unpaid amount shall remain an obligation of the parcel to be paid prior to service being restored, notwithstanding any sale, transfer, or other change of ownership of the PARCEL.
5. PARTICIPANT agrees that the entire amount of PARCEL'S *Total Charge* lien created hereby shall become due and owing by the PARCEL sixty (60) days after any SEC charge payments become delinquent. PARTICIPANT agrees that DISTRICT may take all necessary action to enforce the lien allowed under the California Water Code or other applicable law.
6. The lien on the PARCEL shall not restrict DISTRICT'S authority to terminate service for delinquent accounts, it being understood that District may seek either of such remedies in its discretion.
7. The PARCEL'S *Total Charge* lien pursuant to paragraph B.5, above, shall terminate upon payment in full of PARCEL'S *Total Charge*.

H. PRE-PAYMENT OF PARCEL'S TOTAL CHARGE:

1. DISTRICT agrees to accept without penalty or prepayment charge, prepayment of all or a minimum portion of the then remaining balance of PARCEL'S *Total Charge* as allowed herein. Prepaid amounts will not include the *Surcharge Modifier*. Such prepayment shall not be accepted prior to completion of the WLE. Minimum prepayment shall be not less than 25% of the original PARCEL'S *Total Charge*, or the remaining balance of PARCEL'S *Total Charge* if less than 25%.
2. Upon receiving a prepayment conforming to the above criteria, DISTRICT shall determine the remaining months in PARTICIPANT'S *Payment Recovery Period*, effective at the time of receipt of such prepayment, by deducting the number of prior

SEC payments received from PARTICIPANT'S *Payment Recovery Period* taking into account any other such adjustments to PARTICIPANT'S *Payment Recovery Period* as allowed herein and elsewhere in this agreement.

3. The remaining balance of PARTICIPANT'S *Payment Recovery Period* shall be reduced by the number of months equal to the pre-payment amount divided by the *Base Monthly Recovery Charge*, rounded down to the nearest whole number. Any remaining portion of the prepayment represented as a fraction of a month will be placed as a credit on the PARCEL water account.
4. DISTRICT agrees that the SEC shall be removed from the water bill for PARCEL at such time as the remaining balance of PARTICIPANT'S *Payment Recovery Period* reaches zero. All other applicable water charges shall remain in full force and effect in accordance with DISTRICT'S rules and regulations.

I. SUBDIVISION OF PARCEL:

1. PARTICIPANT shall notify DISTRICT of subdivision of the PARCEL not less than 10 days prior to recording a parcel map or final map.
2. Upon subdividing the PARCEL, the DISTRICT shall assign, at its sole discretion, the existing water service account (and meter) to one of the newly created lots or units. In general, the account will be assigned to a new parcel having adequate frontage on the WLE and not necessarily assigned to a newly created parcel containing the residence that enjoyed prior use of the treated water service. The then unpaid balance of PARCEL'S *Total Charge* shall constitute a lien against the PARCEL to which the existing water service account is assigned.

J. GENERAL REIMBURSEMENT:

1. DISTRICT will collect a *Reimbursement Charge* as defined elsewhere in this agreement, from non-participating parcels at the time water service to such non-participating parcels are connected directly to the WLE. DISTRICT'S agreement to attempt to recover such reimbursement is not a guaranty that such reimbursement shall be collected, and DISTRICT shall not be liable to pay any reimbursement amounts to PARTICIPANT except and to the extent that DISTRICT receives such reimbursement. DISTRICT shall not be obligated to initiate litigation or other legal process to recover said amounts, but it will endeavor to enforce collection thereof upon commencing service to parcels.
2. DISTRICT will collect a *Reimbursement Charge* from parcels created by subdividing a participating parcel, which newly created parcel or parcels have requested new service and are subsequently connected directly to the WLE.
3. DISTRICT shall request owners of parcels paying a *Reimbursement Charge* to execute a Reimbursement Credit Agreement in the form shown in Exhibit "F" attached hereto and made a part hereof. Such owners not executing a Reimbursement Credit Agreement shall not be eligible to receive such credits. Reimbursement Credit Agreements shall be executed prior to or in conjunction with DISTRICT finalizing the service application, after which such agreements shall be prohibited.

K. REIMBURSEMENT CREDITS:

1. DISTRICT shall credit PARTICIPANT a prorated share of any such *Reimbursement Charges* collected, all as governed herein. Credits shall run with the PARCEL; therefore, the then current owner(s) of the PARCEL shall be the recipient of said credit.
2. PARTICIPANT'S credit resulting from collection of such *Reimbursement Charges* shall be determined by dividing the *Reimbursement Charge* by the sum of the following: 1) the number of participating parcels that have not already been credited their total PARCEL'S *Share*, plus 2) the number of all parcels having paid reimbursement as of that date and that have not already been credited the total of the *Reimbursement Charge*, plus 3) the current property owner requesting service.
3. DISTRICT shall apply PARTICIPANT'S reimbursement credits by reducing the then current remaining balance of PARTICIPANT'S *Payment Recovery Period* by the number of months equal to the credit amount divided by the *Base Monthly Recovery Charge*, rounded down to the nearest whole number. Any portion of the credit amount represented as a fraction of a month shall be placed as a credit on the PARCEL water account.
4. PARTICIPANT shall not receive total reimbursement credits in excess of PARCEL'S *Share* as defined herein.
5. At such time as the remaining balance of PARTICIPANT'S *Payment Recovery Period* reaches zero, and total reimbursement credits to PARTICIPANT and the current owner do not total PARCEL'S *Share*, then the current reimbursement credits shall be paid in cash. Such cash payments shall be limited to once per year, on or about July 1st.
6. DISTRICT agrees to send said cash payment(s) by registered mail to the current owner's address as shown on DISTRICT records. The current owner's agrees to keep DISTRICT informed as to their current mailing address for the purpose of receiving said cash payment. DISTRICT shall make one such attempt to mail such payments. Said payment returned shall be held for one year from the date of their return. If at the end of said one-year period the payment remains unclaimed, said payment shall be retained by DISTRICT. Thereafter, the then current owner shall have no further claim on said payment.

L. TRANSFERS & DUE ON TRANSFER CLAUSE:

This agreement benefits and burdens the PARCEL and shall constitute a covenant running with the PARCEL, and it shall bind the heirs, successors and assigns of PARTICIPANT.

Upon any sale, conveyance, assignment, or other transfer of the PARCEL, except transfer to a spouse, immediate family member, or for the benefit of creating a trust for the current property owners, spouse, or immediate family member, any unpaid portion of the *Total Charge* will be immediately due and payable in full.

M. TERMINATION:

This agreement shall terminate and be of no further force or affect at such time that PARCEL'S *Total Charge* has been paid in full.

N. NOTICES:

The mailing addresses of DISTRICT and PARTICIPANT for the purposes of giving any notice required pursuant to this agreement are as follows:

DISTRICT:

NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, CA 95945-5424

PARTICIPANT:

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

NEVADA IRRIGATION DISTRICT

PARTICIPANT

By _____
Board President

By _____

By _____
Board Secretary

By _____

(Notarize all signatures by Acknowledgement)

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

Nevada Irrigation District
 1036 W. Main Street
 Grass Valley, CA 95945-5424

APN: «APN»

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REIMBURSEMENT CREDIT AGREEMENT

(District Financed Waterline Extension)

Horseshoe Lane Waterline Extension

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "OWNER".

RECITALS

WHEREAS,

1. OWNER holds title to the Placer County parcel hereinafter referred to as "PARCEL", and identified as:

- Assessor Parcel Number _____
- Site address: _____
- Vesting Deed date: _____
- Vesting Deed Document Number: _____

PARCEL is shown as PIQ (Parcel in Question) on Exhibit "A", attached hereto and made a part hereof. All other parcels participating in the project are also shown in Exhibit "A".

2. PARCEL has DISTRICT treated water service available either by having proper frontage on the NN Waterline Extension, herein referred to collectively as "WLE", or has applied for and been granted a variance from the DISTRICT'S waterline extension policies.
3. OWNER understands that the WLE was financed by DISTRICT under an Agreement that included BB participants and had a final eligible total project cost of \$_____. The Participant Share, excluding capacity charges and meter installation charges, was calculated upon completion of construction to be \$_____ each.

4. DISTRICT has agreed to attempt to collect reimbursement from owners of non-participating parcels who directly or indirectly benefit from said waterline extension or who would have otherwise been required to pay a share of the costs thereof, and to credit proportionate shares of the amount collected to those participants who are obligated to repay the costs thereof.
5. OWNER acknowledges the benefit provided by the WLE and is willing to pay said reimbursement in the amount of the original per-participant share as shown above.
6. DISTRICT is willing to include OWNER as one of those credited a proportionate share of the reimbursement collected on the WLE, effective the date of this agreement.

NOW, THEREFORE, the parties mutually agree as follows:

A. GENERAL:

1. This agreement shall be recorded with Placer County and shall benefit and burden the OWNER and shall constitute a covenant running with the land.
2. The reimbursement provisions of this agreement shall terminate and be of no further force or effect after the ___ day of _____, 20___, this date representing the last day of the 240-month period found in the WLE agreement.
3. District has determined that OWNER'S application for service and requisite payment of reimbursement charges represents the _____ round of reimbursement paid on the WLE; therefore, after given due consideration for any credit due upon making such application for service, DISTRICT has also determined that the remaining reimbursement charge to be paid by OWNER is \$_____.
4. OWNER has tendered in full to DISTRICT such reimbursement charge, receipt of which is hereby acknowledged by DISTRICT.
5. OWNER and DISTRICT agree that PARCEL, having paid such reimbursement charge, shall hereafter be considered a participating parcel for the purposes of calculating and crediting future reimbursement charges collected from non-participating parcels connecting to the WLE and that OWNER shall be entitled to a portion of such future reimbursement credits.

B. COLLECTION OF FUTURE CHARGES:

1. DISTRICT will attempt to collect a reimbursement charge from non-participating parcels at the time water service is connected directly to the WLE. District shall use reasonable diligence to collect such amounts, but does not guaranty that it will be successful. DISTRICT shall have no obligation to credit reimbursements to OWNER except and to the extent it recovers said reimbursements from others, and reimbursement shall not be a general obligation of DISTRICT.
2. DISTRICT will attempt to collect a reimbursement charge from parcels created by subdividing a participating parcel, which newly created parcel or parcels have requested service and are subsequently connected directly to the WLE.

C. REIMBURSEMENT CREDITS:

1. DISTRICT shall credit OWNER a prorated share of any such reimbursement charges collected subsequent to the date of this agreement, and all as governed herein.

Credits shall run with the PARCEL; therefore, upon sale or transfer of PARCEL by OWNER, the then current owner(s) of the PARCEL shall be the recipient of said credit.

2. OWNER'S prorated share shall be determined by dividing the charge collected by the sum of the following: 1) the number of participating parcels that have not already been credited an amount equal to the original participant share, plus 2) the number of all parcels having paid reimbursement as of that date and that have not already been credited an amount equal to the original participant share, plus 3) this most recent applicant referred to herein as OWNER.
3. OWNER shall not receive reimbursement credits in excess of the reimbursement charges which have been tendered as a result of this agreement and the receipt of which has been acknowledged herein.
4. OWNER'S reimbursement credits shall be paid in cash. Such cash payments shall be limited to once per year, on or about July 1. Said payments shall be made to the then current owner of the PARCEL. DISTRICT agrees to send said cash payment(s) by registered mail to (the then current owner's address as shown on DISTRICT records. OWNER agrees to keep DISTRICT informed as to its current mailing address for the purpose of receiving said cash payment. DISTRICT shall make one such attempt to mail such payments. If payment is returned it shall be held for one year from the date of return. If at the end of said one-year period the payment remains unclaimed, said payment shall be retained by DISTRICT. Thereafter the OWNER, or then current owner, shall have no further claim on said payment.

D. TRANSFER:

This agreement constitutes a covenant running with the PARCEL, and shall benefit and burden and be binding on the heirs, successors, and assigns of OWNER.

E. NOTICES:

The mailing addresses of DISTRICT and PARTICIPANT for the purposes of giving any notice required pursuant to this agreement are as follows:

DISTRICT:

NEVADA IRRIGATION DISTRICT

1036 West Main Street

Grass Valley, CA 95945

OWNER:

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

NEVADA IRRIGATION DISTRICT

By _____
General Manager

OWNER

By _____

NEVADA IRRIGATION DISTRICT
QUITCLAIM APPLICATION

Date: _____

Please furnish the following information:

1. Name of facility _____
2. Property Location (Use Assessor's Plat, or provide following information):
Assessor's Parcel No. _____ Section _____ T _____ N., R _____ E.
3. Lot No. _____ of Parcel Map or Subdivision Map Number _____
4. Copy of deed vesting title to property.
5. Title is to be granted in the name of:

Please note: A \$150 nonrefundable fee is required. (Recording fees not included). An additional \$100 fee will be applied if Board approval is required; a determination of which will be made at the time of application.

Nevada Irrigation District does not imply or warrant that the Quitclaim Deed will be approved and/or granted because of the acceptance of the required fee and/or this application.

Signature of Applicant

Mailing Address

City, State, Zip

Phone

Accepted By

Date, Job Number

NEVADA IRRIGATION DISTRICT

EASEMENT APPLICATION

Date: _____

Please furnish the following information:

1. Name of facility _____

2. Property Location (Use Assessor's Plat, or provide following info.):

Assessor's Parcel No. _____ Section _____ T _____ N., R _____ E.

3. Lot No. _____ of Parcel Map or Subdivision Map Number _____

4. Copy of deed vesting title to property.

5. Title is to be granted in the name of:

Please note: A \$250 nonrefundable fee is required. (Recording fees not included).
An addition to the nonrefundable fee, a payment for the value of the
easement, as determined by the District will be required.

Nevada Irrigation District does not imply or warrant that the Easement
Deed will be approved and/or granted because of the acceptance of
the required fee and/or this application.

Signature of Applicant_____
Mailing Address_____
City, State, Zip_____
Phone_____
Accepted By_____
Date, Job Number

NEVADA IRRIGATION DISTRICT

Form 14-A.1

ENCROACHMENT CONSTRUCTION AUTHORIZATION
APPLICATION FORM

No. _____

The undersigned hereby applies for permission to encroach upon a District Facility at the following location:

Assessors Parcel No. _____

In order to perform the following work: _____

(Please provide an accurate description, sketch, etc. of work area location)

The undersigned has read all the provisions governing this authorization, and if the authorization is approved, agrees to perform the work in accordance with these provisions.

Printed Name _____

Mailing Address _____

Signature of Applicant _____

Zip Code _____

Date _____

Telephone _____

Routing (To Be Completed by N.I.D)

Operations Department

Name of District Facility _____

(Service Worker)

Sizing Information _____

Recommendations _____

Initials _____

Date _____

Engineering Department

Recommendations _____

Initials _____

Date _____

Applicant is hereby given approval to perform the above-described work in conformance with the specifications attached. This authorization is good through _____ (date). Failure to properly complete subject work within the time allowed can result in the forfeit of the deposit. After successful completion of the work, an encroachment permit will be issued.

Engineering Department _____

Date _____

**PLEASE CONTACT DISTRICT FOR FINAL INSPECTION FOLLOWING COMPLETION OF THE WORK.
THIS AUTHORIZATION IS SUBJECT TO THE FOLLOWING PROVISIONS:**

**PROVISIONS GOVERNING THIS
ENCROACHMENT CONSTRUCTION AUTHORIZATION**

1. PROPERTY INTEREST. This Authorization is valid only for the purposes specified herein and neither the Authorization nor use thereunder shall create an easement, right of way, or other interest in real property.
2. EXTENT OF USE UNDER AUTHORIZATION. The right to use structures or installations shall be limited to Applicant, his agents, and employees; Nevada Irrigation District (hereinafter referred to as "District") having the right of ingress and egress across any structure or installation at any time and all times.
3. MAINTENANCE AND REPAIR. Applicant shall maintain and repair the installation at all times at his sole cost and expense and in a condition satisfactory to District's Manager. Should the Applicant neglect to promptly make repairs, the District may make repairs, or have repairs made and Applicant shall pay all costs and expenses.
4. DAMAGE TO DISTRICT CANALS OR OTHER STRUCTURES. Applicant shall promptly repair, at his own cost, any damage caused to the District's canals or structures due to work under this Authorization to the satisfaction of District's Manager. Should Applicant neglect to promptly make repairs, District may make repairs or have repairs made and Applicant shall pay costs.
5. REVOCATION. District may revoke or cancel this Authorization upon giving notice to Applicant of intent to cancel or revoke Authorization and upon giving Applicant an opportunity to be heard regarding the cause of revocation or cancellation. Within ten (10) days subsequent to the requested hearing, District shall give written notice of its decision to either revoke or cancel the Authorization or to maintain the Authorization and its conditions in full force and effect. Upon receiving notice of revocation, the Applicant, at his cost, must remove the physical encroachment and restore the facility to its original condition. If the Applicant fails to satisfactorily remove the encroachment, the District will complete the work at the Applicant's sole cost.
6. UNPAID CHARGES. In the event Applicant fails to pay District's cost for labor, materials, and supplies, after being billed by the District, that are incurred under Provisions 3, 4, and 5 of this Authorization, the District may add the unpaid charges for services rendered to the annual assessment levied upon the land owned by the Applicant, within the District boundaries, all pursuant to Water Code Section 25806.
7. LIABILITY. Applicant shall assume entire responsibility for all activities and uses under this Authorization and shall save the District free and harmless from any and all expense, cost, or liability, in connection with, or resulting from the exercise of this Authorization including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of up-stream random silting of said reservoir are, and any, or all aquatic life, including fish life within said reservoir.
8. COVENANTS. The covenants, provisions, terms, and conditions contained in this Authorization shall bind and burden the successors and assigns of Authorization, as well as binding and benefiting the successors and assigns of Authorization, as well as binding and benefiting the successors and assigns of the District.

9. ISSUANCE. This Authorization is issued under the Rules and Regulations Governing Physical Encroachment to District facilities and is subject to the rules and regulations stated within.
10. CONSTRUCTION. All work shall be constructed at Applicant's sole cost and expense in accordance with District plans and specifications attached hereto subject to the approval of District's Manager. The work area must also be cleaned to the satisfaction of District's Manager.
11. COMPLETION OF CONSTRUCTION. If the Applicant does not complete construction to the District's satisfaction within the time limit allowed, the District may, at its option, either complete the construction and installation of the physical encroachment, or cause the removal of the physical encroachment. In either case, the Applicant shall bear all cost and expense for labor, materials, and supplies.
12. WATER OUTAGES CAUSED BY CONSTRUCTION. Prior to commencing construction or installation of any physical encroachments which shall lie within, or cross over District facilities to such an extent as to cause a fluctuation or interference in District facilities, Applicant shall notify District of a possible need for an interruption in the flow of water through District works, commonly referred to as a "water outage". District may arrange for the Applicant to provide a water outage at such time as is convenient to the District. Applicant should provide District with at least seven (7) days advance notice of his plan to construct, or install a portion of the physical encroachment within District facilities causing the interruption or interference with water flow so that the District may properly plan for and arrange for an outage.

ENCROACHMENT CONSTRUCTION AUTHORIZATION

APPLICATION FORM

No. _____

The undersigned hereby applies for permission to encroach upon a District Facility at the following location:

Assessors Parcel No. _____

In order to perform the following work: _____

(Please provide an accurate description, sketch, etc. of work area location)

The undersigned has read all the provisions governing this authorization, and if the authorization is approved, agrees to perform the work in accordance with these provisions.

Printed Name

Mailing Address

Zip Code

Telephone

Signature of Applicant

Date

Routing (To Be Completed by N.I.D)

Operations Department

Name of District Facility _____

(Service Worker)

Sizing Information _____

Recommendations _____

Initials

Date

Engineering Department

Recommendations _____

Initials

Date

Applicant is hereby given approval to perform the above-described work in conformance with the specifications attached. This authorization is good through _____ (date). Failure to properly complete subject work within the time allowed can result in the forfeit of the deposit. After successful completion of the work, an encroachment permit will be issued.

Engineering Department

Date

**PLEASE CONTACT DISTRICT FOR FINAL INSPECTION FOLLOWING COMPLETION OF THE WORK.
THIS AUTHORIZATION IS SUBJECT TO THE FOLLOWING PROVISIONS:**

**PROVISIONS GOVERNING THIS
ENCROACHMENT CONSTRUCTION AUTHORIZATION**

1. PROPERTY INTEREST. This Authorization is valid only for the purposes specified herein and neither the Authorization nor use thereunder shall create an easement, right of way, or other interest in real property.
2. EXTENT OF USE UNDER AUTHORIZATION. The right to use structures or installations shall be limited to Applicant, his agents, and employees; Nevada Irrigation District (hereinafter referred to as "District") having the right of ingress and egress across any structure or installation at any time and all times.
3. MAINTENANCE AND REPAIR. Applicant shall maintain and repair the installation at all times at his sole cost and expense and in a condition satisfactory to District's Manager. Should the Applicant neglect to promptly make repairs, the District may make repairs, or have repairs made and Applicant shall pay all costs and expenses.
4. DAMAGE TO DISTRICT CANALS OR OTHER STRUCTURES. Applicant shall promptly repair, at his own cost, any damage caused to the District's canals or structures due to work under this Authorization to the satisfaction of District's Manager. Should Applicant neglect to promptly make repairs, District may make repairs or have repairs made and Applicant shall pay costs.
5. REVOCATION. District may revoke or cancel this Authorization upon giving notice to Applicant of intent to cancel or revoke Authorization and upon giving Applicant an opportunity to be heard regarding the cause of revocation or cancellation. Within ten (10) days subsequent to the requested hearing, District shall give written notice of its decision to either revoke or cancel the Authorization or to maintain the Authorization and its conditions in full force and effect. Upon receiving notice of revocation, the Applicant, at his cost, must remove the physical encroachment and restore the facility to its original condition. If the Applicant fails to satisfactorily remove the encroachment, the District will complete the work at the Applicant's sole cost.
6. UNPAID CHARGES. In the event Applicant fails to pay District's cost for labor, materials, and supplies, after being billed by the District, that are incurred under Provisions 3, 4, and 5 of this Authorization, the District may add the unpaid charges for services rendered to the annual assessment levied upon the land owned by the Applicant, within the District boundaries, all pursuant to Water Code Section 25806.
7. LIABILITY. Applicant shall assume entire responsibility for all activities and uses under this Authorization and shall save the District free and harmless from any and all expense, cost, or liability, in connection with, or resulting from the exercise of this Authorization including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of up-stream random silting of said reservoir are, and any, or all aquatic life, including fish life within said reservoir.
8. COVENANTS. The covenants, provisions, terms, and conditions contained in this Authorization shall bind and burden the successors and assigns of Authorization, as well as binding and benefiting the successors and assigns of Authorization, as well as binding and benefiting the successors and assigns of the District.

9. ISSUANCE. This Authorization is issued under the Rules and Regulations Governing Physical Encroachment to District facilities and is subject to the rules and regulations stated within.
10. CONSTRUCTION. All work shall be constructed at Applicant's sole cost and expense in accordance with District plans and specifications attached hereto subject to the approval of District's Manager. The work area must also be cleaned to the satisfaction of District's Manager.
11. COMPLETION OF CONSTRUCTION. If the Applicant does not complete construction to the District's satisfaction within the time limit allowed, the District may, at its option, either complete the construction and installation of the physical encroachment, or cause the removal of the physical encroachment. In either case, the Applicant shall bear all cost and expense for labor, materials, and supplies.
12. WATER OUTAGES CAUSED BY CONSTRUCTION. Prior to commencing construction or installation of any physical encroachments which shall lie within, or cross over District facilities to such an extent as to cause a fluctuation or interference in District facilities, Applicant shall notify District of a possible need for an interruption in the flow of water through District works, commonly referred to as a "water outage". District may arrange for the Applicant to provide a water outage at such time as is convenient to the District. Applicant should provide District with at least seven (7) days advance notice of his plan to construct, or install a portion of the physical encroachment within District facilities causing the interruption or interference with water flow so that the District may properly plan for and arrange for an outage.

RECORDING REQUESTED BY

Form 14-B

Nevada Irrigation District

AND WHEN RECORDED MAIL
TO:

Nevada Irrigation District
1036 W. Main Street
Grass Valley CA 95945

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ENCROACHMENT PERMIT

PERMITTEE:

No.

ADDRESS:

TELEPHONE: ()

DESCRIPTION OF ENCROACHMENT:

DISTRICT FACILITY AFFECTED:

LOCATION: SECTION: TOWNSHIP NORTH, RANGE EAST, M.D.M., DEED:

ASSESSOR'S PARCEL NO.

COUNTY

PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT

1. **PROPERTY INTEREST:** This permit is valid only for the purposes herein and either the Permit, or the use thereunder shall create an easement, right of way, or other interest in real property.
2. **EXTENT OF USE UNDER PERMIT:** The right to use structures or installations shall be limited to Permittee, his agents and employees; Nevada Irrigation District (hereinafter referred to as "District") having the right of ingress and egress across any structure, or installation at any and all times.
3. **MAINTENANCE AND REPAIR:** Permittee shall maintain and repair installation at all times at his sole cost and expense and in a condition satisfactory to District's Manager. Should the Permittee neglect to promptly make repairs, the District may make repairs or have repairs made and Permittee shall pay all costs and expenses.
4. **DAMAGE TO DISTRICT CANALS, DITCHES OR OTHER STRUCTURES:** Permittee shall promptly repair, at his own cost, any damage caused to the District's canals, ditches, or structures due to work under this permit, to the satisfaction of District's Manager. Should Permittee neglect to promptly make repairs, District may make repairs or have repairs made and Permittee shall pay all costs.
5. **REVOCATION:** District may revoke or cancel this permit upon giving notice to Permittee of intent to cancel or revoke permit and upon giving Permittee an opportunity to be heard regarding the cause of revocation or cancellation. Within ten (10) days subsequent to the requested hearing, District shall give written notice of its decision to either revoke or cancel the permit, or to maintain the permit and its conditions in full force and effect. Upon receiving notice of revocation, the Permittee, at his cost, must remove the physical encroachment and restore the District facility to its original condition. If the Permittee fails to satisfactorily remove the encroachment, the District will complete the work at the Permittee's sole cost.
6. **UNPAID CHARGES:** In the event the Permittee fails to pay District's cost for labor, materials and supplies, after being billed by the District, that are incurred under Provisions 3, 4 and 5, of this permit, the District may add the unpaid charges for services rendered to the annual assessment levied upon the land owned by the Permittee within the District boundaries, all pursuant to Water Code Section 25806.
7. **LIABILITY:** Permittee shall assume entire responsibility for all activities and uses under this permit and shall save the District free and harmless from any and all expense, cost, or liability in connection with, or resulting from the exercise of this permit including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of up-stream random, silting of said reservoir area, and any, or all aquatic life, including fish life within said reservoir.
8. **COVENANTS:** The covenants, provisions, terms and conditions contained in this Permit shall bind and burden the successors and assigns of Permittee as well as benefiting the successors and assigns of District.
9. **ISSUANCE:** This permit is issued under the Rules and Regulations Governing Physical Encroachments to District Facilities and is subject to the rules and regulations stated within.

THE UNDERSIGNED, BEING THE LEGAL OWNERS OF THE SUBJECT PROPERTY OF THIS PERMIT
HAVE READ ALL PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT AND BY SIGNING AGREE
TO COMPLY WITH ALL PROVISIONS INCLUDED WITHIN.

Date: _____ Owner(s) _____

Approved this _____ day of _____ (year) On behalf and for the Nevada Irrigation District

Nevada Irrigation District Manager

DOCK ENCROACHMENT PERMIT APPLICATION

Form 14-C.1

(This form supplements the Encroachment Construction Authorization)

THIS IS A (check one):

☐ PRELIMINARY APPLICATION

A Preliminary Application is intended to result in a prompt, informal response indicating the advisability of a Formal Application for Development.

☐ FORMAL APPLICATION FOR DEVELOPMENT PERMIT

A Formal Application for Development is subject to compliance with all applicable laws and District Regulations.

Name of Property Owner _____

Mailing Address _____ ZIP _____

Telephone Number _____

Assessor's Parcel No. _____

Contact Person (if other than property owner):

Name of Contact Person _____

Mailing Address _____ ZIP _____

Telephone Number _____

Is the proposed dock part of a related development project? _____

If "Yes", describe the project: _____

What provisions are proposed for public access to the dock? _____

Does the applicant claim the right to use the dock for commercial purposes? Yes _____ No _____

Signature of Property Owner

Date

SUBMITTALS TO ACCOMPANY APPLICATION

PRELIMINARY APPLICATION

1. A copy of the deed or contract under which the right to construct a dock is claimed.
2. A site plan and elevation view including dimensions.

FORMAL APPLICATION FOR DEVELOPMENT PERMIT

1. A copy of the deed or contract under which the right to construct a dock is claimed.
2. A copy of a current title report or a title insurance policy describing the property and identifying the owner.
3. Plans and specifications, including site plan and elevation view, prepared by a Civil Engineer in accordance with Section 14.05.03 and 14.05.05 of the District's Regulations.
4. A CEQA submittal in accordance with Section 14.05.06 of the District's Regulations. (The District may request additional information to meet the requirements of Public Resources Code Section 21080.1).
5. A narrative analysis of any adverse impacts on public safety and recreational use of the reservoir, and any proposed mitigation measures.
6. Identification of all other permits and public agency approvals required for construction and maintenance of dock facilities and any related development projects. District will require securing of all necessary permits and approvals.
7. Certification that site is not on any hazardous waste or substance list under Government Code Section 65962.5.
8. Verification of insurability in accordance with Section 14.05.07 of the District Regulations.
9. Proposed provisions for public access.

NOTE: APPLICANTS FOR FORMAL DEVELOPMENT PERMITS WILL BE NOTIFIED WHETHER THEIR APPLICATIONS ARE COMPLETE WITHIN 30 DAYS OF RECEIPT. THE DISTRICT MAY REQUEST THE APPLICANT TO CLARIFY, AMPLIFY, CORRECT, OR OTHERWISE SUPPLEMENT THE REQUIRED INFORMATION. STAFF DETERMINATIONS AS TO COMPLETENESS ARE SUBJECT TO APPEAL, WHICH WILL BE DECIDED WITHIN 60 DAYS. APPLICATION, ONCE COMPLETE, WILL BE APPROVED OR DENIED WITHIN 6 MONTHS IF BASED UPON A NEGATIVE DECLARATION OR EXEMPTION, AND WITHIN 1 YEAR IF BASED UPON AN ENVIRONMENTAL IMPACT REPORT. APPLICANTS, UPON WRITTEN REQUEST, WILL BE SENT NOTICE OF ANY PROPOSALS TO AMEND THE DISTRICT'S DOCK ENCROACHMENT PERMIT REGULATIONS.

RECORDED AT REQUEST OF
NEVADA IRRIGATION DISTRICT

WHEN RECORDED MAIL TO

Nevada Irrigation District

1036 W. Main Street

Grass Valley, CA 95945

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCK ENCROACHMENT PERMIT

PERMITTEE
ADDRESS

NO.

ZIP

DISTRICT RESERVOIR AFFECTED

PROPERTY TO WHICH DOCK IS APPURTENANT (SEE EXHIBIT "A" ATTACHED)

PROVISIONS GOVERNING THIS DOCK ENCROACHMENT PERMIT

1. **EXTENT OF USE UNDER PERMIT:** The right to install and use docks under this permit shall be limited to the Permittee, and his invitees, agents, and employees except insofar as the Permittee is otherwise obligated to provide public access. So long as the Permittee be not in default of the terms of this permit, the permit is appurtenant to the benefitted property described in Exhibit "A" attached, and shall pass to his heirs, successors, and assigns. Provided however, after recordation of this permit, subsequent subdivision of any parcel eligible for a dock shall not entitle each new parcel to a dock. Either the parties will share the single dock or the owner shall designate on the deed or subdivision map which parcel is to retain the dock rights.

2. **MAINTENANCE AND REPAIR:** Permittee shall maintain and repair the dock at his sole cost and expense. The dock shall be maintained in good and safe condition at all times.

3. **COMPLIANCE WITH DISTRICT DOCK ENCROACHMENT REGULATIONS:** Permittee shall comply with all District regulations applicable to dock encroachments.

4. **PAYMENT OF RESERVOIR FEES:** Watercraft owners or operators using Permittee's dock shall be subject to fees charged by the District, concessionaire or lessee, if any, for watercraft using the reservoir.

5. **DAMAGE TO DISTRICT PROPERTY:** Permittee shall promptly repair, at his own cost, any damage to District property due to work under this permit, to the reasonable satisfaction of the District. Should Permittee neglect to promptly make repairs, District may make repairs or have repairs made and Permittee shall reimburse the District for cost of such repairs.

6. **REVOCATION:** District may commence proceedings to revoke or cancel this permit only after giving written notice to Permittee and reasonable opportunity to correct any deficiency. If Permittee fails to make corrections in a timely manner, District may revoke the permit, upon giving written notice to Permittee of its intent to revoke the permit and reasonable opportunity to be heard regarding the cause for such revocation. Within 10 days subsequent to the hearing, the District shall give written notice of its decision to Permittee. Upon receipt of written notice of revocation, Permittee, at his cost, must remove the dock and restore the District property to its original condition. If Permittee fails to satisfactorily remove the dock, the District may complete the work at the Permittee's sole cost. Revocation of a dock encroachment permit shall not preclude reapplication at a later date by a subsequent owner of the appurtenant property.

7. **UNPAID CHARGES:** In the event Permittee fails to pay annual permit administration fees or the District's cost for labor, materials, and supplies (after being billed by the District) that are incurred in correcting any deficiency hereunder, the District may add the unpaid charges for services rendered to the annual assessment levied upon the land owned by the Permittee within the District boundaries pursuant to Water Code Section 25806.

8. **LIABILITY:** Permittee shall assume entire responsibility for all activities and uses under this permit and shall hold the District free and harmless from any and all expense, cost, or liability in connection with, or resulting from the exercise of this permit including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of upstream random, silting of said reservoir area, and any, or all aquatic life, including fish life within said reservoir. Permittee shall at all times maintain insurance naming the District and any concessionaire as additional insureds, in such amounts and types as set forth in the District Dock Encroachment Regulations.

9. **PUBLIC ACCESS REQUIREMENTS:**

10. **COVENANTS:** The covenants, provisions, terms and conditions contained in this permit shall bind and burden the successors and assigns of Permittee as well as benefiting the successors and assigns of District.

11. **ISSUANCE:** This permit is issued under the Rules and Regulations Governing Physical Encroachments to District Facilities and is subject to the rules and regulations stated therein, including provisions for revocation.

THE UNDERSIGNED, BEING THE LEGAL OWNERS OF THE SUBJECT PROPERTY OF THIS PERMIT, HAVE READ ALL PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT AND BY SIGNING AGREE TO COMPLY WITH ALL PROVISIONS INCLUDED WITHIN.

Name _____ Date _____

Name _____ Date _____

RECORDED AT REQUEST OF:
NEVADA IRRIGATION DISTRICT

Form 14-E.1

WHEN RECORDED MAIL TO
Nevada Irrigation District
PO Box 459003
Grass Valley, CA 95945

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCK ENCROACHMENT PERMIT
(Combie Reservoir)

PERMITTEE _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

APN: _____ PERMIT NO. _____

DISTRICT RESERVOIR AFFECTED Combie Reservoir

PROVISIONS GOVERNING THIS DOCK ENCROACHMENT PERMIT

1. **EXTENT OF USE UNDER PERMIT:** The right to install and use a dock under this permit shall be limited to the Permittee, and Permittee's invitees, agents and employees. So long as Permittee is not in default under the terms of this permit, the permit is appurtenant to the benefited property and shall pass to the Permittee's heirs, successors and assigns with the subject property. After recordation of this permit, subsequent subdivision or splitting of the property shall not entitle each new parcel to a dock. This permit and the right to a dock hereunder shall remain with the resulting parcel that is closest to the dock.
2. **MAINTENANCE AND REPAIR:** Permittee shall maintain and repair the dock at Permittee's sole cost and expense. The dock shall be maintained in good and safe condition at all times.
3. **COMPLIANCE WITH DISTRICT DOCK ENCROACHMENT REGULATIONS:** Permittee shall comply with all District regulations applicable to dock encroachments, including the terms of District's Resolution Authorizing Continued Presence of Existing Docks at Combie Reservoir, as the same may be amended from time to time.
4. **PAYMENT OF DOCK PERMIT FEES:** Permittee shall pay all dock permit fees charged by District to cover its costs of administering the dock permit program – which fees are subject to modification by District from time to time.
5. **DAMAGE TO DISTRICT'S PROPERTY:** Permittee shall promptly repair, at Permittee's own cost, any damage to District property due to activities under this permit, to the reasonable satisfaction of District. Should Permittee neglect to promptly make repairs, District may make repairs or have repairs made, and Permittee shall reimburse District for the cost of such repairs.
6. **REVOCATION:**
 - (a) **Revocation for Cause:** District may commence proceedings to revoke this permit for cause only after giving written notice to Permittee and a reasonable opportunity to correct any deficiency. If Permittee fails to make corrections in a **TIMELY MANNER**, District may revoke the permit upon giving written notice to Permittee of District's intent to revoke the permit and reasonable opportunity to be heard regarding the cause for such revocation. Within 10 days after the hearing, District shall give written notice of its decision to Permittee. Upon receipt of written notice of revocation, Permittee, shall, at Permittee's cost, remove the dock and restore District's property to its original condition. If Permittee fails to satisfactorily remove the dock, District may complete the work at the Permittee's sole cost. Revocation of a Dock Encroachment Permit at Combie Reservoir shall be permanent, and no further application for a dock for the subject property will be considered.
 - (b) **Revocation or Amendment for the Benefit of District:** District may revoke or amend this permit at any time as it deems necessary for the proper management of Combie Reservoir, including but not limited to public safety measures or to comply with health requirements for domestic water supply reservoirs. In the event of such revocation, Permittee shall be responsible for removal of the dock in the same manner as provided in paragraph 6(a), above.

7. **UNPAID CHARGES:** In the event that Permittee fails to pay any permit fees, or for District's cost of labor, materials and supplies that are incurred in correcting any deficiency hereunder (after having been billed by District), District may add the unpaid charges for services rendered to the annual assessment or taxes on the subject property, or may record a certificate of lien against Permittee, as provided in Water Code section 25806.

8. **LIABILITY:** Permittee shall assume entire responsibility for all activities and uses under this permit including, but not limited to, property damage, personal injury, wrongful death, water quality violations, silting of the reservoir area, and injury to any aquatic life including fish within the reservoir. Permittee shall at all times maintain insurance naming District as an additional insured in such amounts and types as set forth in the District Dock Encroachment Regulations from time to time.

9. **POSSESSORY INTEREST TAX:** If the rights conferred by this permit create a possessory interest within the meaning of Revenue and Taxation Code section 107.6, Permittee shall pay all possessory interest taxes.

10. **SPECIAL PROVISIONS:** _____

11. **COVENANTS:** The covenants, provisions, terms and conditions contained in this permit shall bind and burden the successors and assigns of the Permittee who are subsequent owners of the subsequent owners of the subject property, and the successors and assigns of District.

12. **ISSUANCE:** This permit is issued under Rules and Regulations Governing Physical Encroachments to District Facilities and is subject to the rules and regulations stated therein.

THE UNDERSIGNED, BEING THE LEGAL OWNERS OF THE SUBJECT PROPERTY OF THIS PERMIT, HAVE READ ALL PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT AND BY SIGNING AGREE TO COMPLY WITH ALL PROVISIONS INCLUDED THEREIN.

Name _____ Date _____

Address _____ Parcel Number _____

Name _____ Date _____

Address _____ Parcel Number _____

Approved this _____ day of _____ 20____ on behalf of and for the **Nevada Irrigation District**.

Nevada Irrigation District

NEVADA IRRIGATION DISTRICT
AGRICULTURAL WATER MANAGEMENT PLAN

APPENDIX C

2012 WATER RATE SCHEDULES

2012 WATER RATE SCHEDULES

<u>PAGE NO</u>	<u>SCHEDULE NO</u>	<u>DESCRIPTION</u>
1 & 2	-	Index to schedules.
3 & 4	4-A	Treated water system, standby charges and connection fees.
5	4-B	Miscellaneous meter service charges.
6	4-E	Water rates covering treated water meeting State Health standards, utilized for noncommercial purposes.
7	4-F	Water rates covering treated water meeting State Health standards, utilized for commercial purposes.
8	4-G	Water rates covering Auburn Greens residential condominium units.
9	4-H	Tank or temporary construction water service.
10	4-I	Off-rate charges for Treated Water Systems.
11	5-B	Raw water service outlet, installation charges.
12	5-C	Raw water service outlet, periodic charges.
13	5-D	Water rates for raw water utilized inside District on an annual basis.
14	5-F	Water rates for raw water utilized in Smartville on an annual basis through a metered connection.
15	5-G	Water rates for seasonal raw water utilized inside District.
16	5-H	Water rates for surplus seasonal raw water utilized outside District.
17	5-I	Water rates for raw water utilized on a demand basis.
17	5-J	Water rates for raw water utilized during fall season.
17	5-K	Water rates for intermittent flow raw water.
18	5-L	Energy pumping cost for raw water served from Magnolia #3 Pump System.
18	5-M	Energy pumping cost for raw water served from Edgewood Pump System.
19	5-R	Municipal Water Rates, inside & outside district.

INDEX TO SCHEDULES (continued)

<u>PAGE NO</u>	<u>SCHEDULE NO</u>	<u>DESCRIPTION</u>
20	6-A	Miscellaneous charges, rendering and payments of bills.
20	7-A	Special service call.
21	8-A	Charges related to public fire hydrants on treated water systems.
22	8-B	Private fire services on treated water systems, installation charges.
23	8-C	Private fire service, with detector check, on treated water systems, bimonthly charges.
23	8-D	Private fire service, with double detector check on treated water systems, bimonthly charges.
24 & 25	9-A	Backflow prevention requirements.
26	9-B	Backflow prevention devices, installation charges.
27	9-C	Backflow prevention devices, bimonthly charges for double check valve assembly.
27	9-D	Backflow prevention devices, bimonthly charges for reduced pressure principle device.
28	10-A	District constructed mainline extensions, installation charges.
29	10-B	TSL Treated Water Main Contributions
30	12-A	Penalties for unauthorized taking of water.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-A
EFFECTIVE JANUARY 1, 2012

**TREATED WATER SYSTEM
STANDBY CHARGES AND CONNECTION FEES**

STANDBY CHARGES - \$6.00 per month for each parcel.

CONNECTION FEES 1/ Single family residence, commercial, industrial, and municipal.

****DROP-IN TO AN EXISTING METER BOX AND WATER SERVICE LATERAL****

----- Capacity Charge -----				
<u>Meter Size</u>	<u>Max Rated Capacity</u>	<u>Installation Charge</u>	<u>Parcels in District Prior to 3/1/07</u>	<u>Parcels Annexed to District after 3/1/07</u>
5/8"	20 gpm	531.00	\$7,279.00	\$11,085.00
3/4"	30 gpm	561.00	10,483.00	15,963.00
1"	50 gpm	598.00	18,635.00	28,378.00
1 1/2"	100 gpm	816.00	41,930.00	63,852.00
2"	160 gpm	978.00	74,542.00	113,513.00
Over 2"			DETERMINED BY DISTRICT	

****INSTALLATION REQUIRING TAP TO WATER MAIN****

----- Capacity Charge -----				
<u>Meter Size</u>	<u>Max Rated Capacity</u>	<u>Installation Charge</u>	<u>Parcels in District Prior to 3/1/07</u>	<u>Parcels Annexed to District after 3/1/07</u>
5/8"	20 gpm	\$1,419.00	\$7,279.00	\$11,085.00
3/4"	30 gpm	1,452.00	10,483.00	15,963.00
1"	50 gpm	1,495.00	18,635.00	28,378.00
1 1/2"	100 gpm	2,586.00	41,930.00	63,852.00
2"	160 gpm	3,678.00	74,542.00	113,513.00
Over 2"			DETERMINED BY DISTRICT	

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-A
EFFECTIVE JANUARY 1, 2012

TREATED WATER SYSTEM CONNECTION FEES – CONTINUED

MULTI-UNIT 2/ RESIDENTIAL DEVELOPMENT for which a master meter is required.

<u>Meter Size</u>	<u>Connection Fees</u>
5/8"	\$ 531.00 + unit charge/unit
3/4"	561.00 + unit charge/unit
1"	598.00 + unit charge/unit
1 1/2"	816.00 + unit charge/unit
2"	978.00 + unit charge/unit
over 2	Actual cost of installation plus unit charge/unit

<u>Type Development</u>	<u>Unit</u>	<u>Unit charge</u>
Mobile Home Park	Pad	\$ 3,070.00
Apartments	Dwelling	4,300.00
Senior Apartments 3/	Dwelling	1,829.00
Motels, Hotels	Dwelling	2,011.00
Campgrounds	Pad	3,397.00
Hospitals	Licensed Bed	3,294.00
Convalescent Hospitals & Resthomes:		
Skilled nursing	Licensed Bed	1,947.00
Board and care	Licensed Bed	1,048.00

- 1/ Varies with type of development
- 2/ Multi unit is defined as three or more.
- 3/ Proof must be provided that apartments are being developed under county ordinances relating to senior apartments or senior independent living centers.

ABANDONMENT OF AN EXISTING SERVICE

Customer requesting new meter installation at a location other than existing box and curb stop will be charged an abandonment fee of \$320.00. Existing box and curb stop will be removed and the area backfilled. Customer will be responsible for re-vegetation or landscaping.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICTSCHEDULE 4-B
EFFECTIVE JANUARY 1, 2009

MISCELLANEOUS METER SERVICE CHARGES

TESTING**METER SIZE****DEPOSIT**5/8" TO 3/4"
1" AND ABOVE\$15.00
DETERMINED BY DISTRICT**UPSIZING/DOWNSIZING**

An extra \$40.00 will be charged to cover labor costs as discussed in Sections 4.07.01 and 4.07.02.

RELOCATING

Meter relocations meeting the conditions set forth in Section 4.07.03 (a) (not requiring a new tap to the water main nor other extra ordinary effort) will be accomplished at the rate indicated under "Drop-In to an Existing Meter Box" schedule.

Meter relocations meeting the conditions set forth in Section 4.07.03 (b) (requiring a new tap on the water main) will be accomplished at the rate indicated under "Installation Requiring Tap to Water Main" schedule.

Customer requesting meter relocation will be charged an abandonment fee of \$320.00. The existing box and curb stop will be removed and the area backfilled. Customer will be responsible for re-vegetation or landscaping.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-EI
EFFECTIVE JANUARY 1, 2012

NONCOMMERCIAL, INSIDE DISTRICT

Charges for treated water meeting state health standards, delivered through a metered connection.

Service Size:	5/8"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"
Minimum Bi-Monthly Rate:	35.68	53.52	89.20	178.40	285.44	535.20	892.00	1,784.00	2,854.40

USAGE RATES: (\$ per hundred cubic feet (hcf) per billing period)

First	10 hcf per billing period	1.47 per hcf
Over	10 hcf per billing period	1.90 per hcf

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-EO
EFFECTIVE JANUARY 1, 2012

NONCOMMERCIAL, OUTSIDE DISTRICT

Charges for treated water meeting state health standards, delivered through a metered connection.

Service Size:	5/8"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"
Minimum Bi-Monthly Rate:	44.60	66.90	111.50	223.00	356.80	669.00	1,115.00	2,230.00	3,568.00

USAGE RATES: (\$ per hundred cubic feet (hcf) per billing period)

First	10 hcf per billing period	1.84 per hcf
Over	10 hcf per billing period	2.38 per hcf

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-FI
EFFECTIVE JANUARY 1, 2012

COMMERCIAL, INSIDE DISTRICT

Charges for treated water meeting state health standards, delivered through a metered connection.

Service Size:	5/8"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"
Minimum Bi-Monthly Rate	35.68	53.52	89.20	178.40	285.44	535.20	892.00	1,784.00	2,854.40

USAGE RATES: (\$ per hundred cubic feet (hcf) per billing period)

First	10 hcf per billing period	1.47 per hcf
Over	10 hcf per billing period	1.90 per hcf

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-FO
EFFECTIVE JANUARY 1, 2012

COMMERCIAL, OUTSIDE DISTRICT

Charges for treated water meeting state health standards, delivered through a metered connection.

Service Size:	5/8"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"
Minimum Bi-Monthly Rate:	44.60	66.90	111.50	223.00	356.80	669.00	1,115.00	2,230.00	3,568.00

USAGE RATES: (\$ per hundred cubic feet (hcf) per billing period)

First	10 hcf per billing period	1.84 per hcf
Over	10 hcf per billing period	2.38 per hcf

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-G
EFFECTIVE JANUARY 1, 2012

RESIDENTIAL CONDOMINIUM, INSIDE DISTRICT

Charges for treated water meeting state health standards, delivered through a metered connection to existing Auburn Greens residential condominium units.

MINIMUM BI-MONTHLY RATE: \$35.68

USAGE RATES: ** (\$ per hundred cubic feet (hcf) per billing period)

First	* 40 hcf per billing period	.36 per hcf
Over	40 hcf per billing period	.47 per hcf

*10 hcf per unit

** 1/4 of non-commercial usage rate

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-H
EFFECTIVE JANUARY 1, 2005

**TANK OR TEMPORARY CONSTRUCTION WATER SERVICE
FROM AN OPEN CANAL AND/OR FIRE HYDRANT**

GENERAL

- 1) The application charge of \$100.00 is nonrefundable.
- 2) The minimum monthly charge shall be \$85.00.
- 3) Applicants who do not turn in tank tally sheets and/or meter readings by the 10th of each month, for the previous month's usage, will be billed at two (2) times the minimum monthly charge or the estimated usage. Billing under this schedule shall not create a credit for future delivery of water.
- 4) This class of water is not to be used for domestic purposes except in an emergency situation as determined by Nevada Irrigation District.

TREATED WATER

- 1) Application will automatically be terminated at end of calendar year.
- 2) A deposit of \$900.00 will be collected for the meter and wrench assembly and is refundable after the water used is paid in full, the hydrant has been inspected to determine that no damage has occurred, the meter and fire hydrant wrench have been returned undamaged and all damages to District facilities have been paid in full. Any default on the conditions of the application will result in forfeiture of the deposit.
- 3) Treated water will be billed at 2.5 times the rate shown in Schedule 4-EI.
- 4) Meter readings shall be turned into the District office at the first of each month.
- 5) The minimum monthly charge or the monthly billing for water usage, whichever is greater, will be levied until the meter is returned.
- 6) Applicant will be responsible for backflow prevention as shown in Schedule 9-A.

RAW WATER

- 1) Application will terminate at the end of each year unless requested by customer by Dec 10.
- 2) Raw water will be billed at twice the rate shown in Schedule 5-F.
- 3) Tank tally sheets shall be turned into the District office at the first of each month.
- 4) The minimum monthly charge or the monthly billing for water usage, whichever is greater, will be levied until District is advised in writing to close out the account.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-I
EFFECTIVE JANUARY 1, 2012

BI-MONTHLY OFF RATE CHARGES, TREATED WATER SYSTEM

<u>RATE SCH</u>	<u>MTR SIZE</u>	<u>*OFF RATE</u>	<u>RATE SCH</u>	<u>MTR SIZE</u>	<u>OFF RATE</u>
4-EI 1	5/8"	\$ 26.76	4-FI 1	5/8"	\$ 26.76
4-EI 2	3/4"	40.14	4-FI 2	3/4"	40.14
4-EI 3	1"	66.90	4-FI 3	1"	66.90
4-EI 4	1 1/2"	133.80	4-FI 4	1 1/2"	133.80
4-EI 5	2"	214.08	4-FI 5	2"	214.08
4-EI 6	3"	401.40	4-FI 6	3"	401.40
4-EI 7	4"	669.00	4-FI 7	4"	669.00
4-EI 8	6"	1,338.00	4-FI 8	6"	1,338.00
4-EI 9	8"	2,140.80	4-FI 9	8"	2,140.80
<hr/>					
4-EO 1	5/8"	33.45	4-FO1	5/8"	33.45
4-EO 2	3/4"	50.18	4-FO2	3/4"	50.18
4-EO 3	1"	83.63	4-FO3	1"	83.63
4-EO 4	1 1/2"	167.25	4-FO4	1 1/2"	167.25
4-EO 5	2"	267.60	4-FO5	2"	267.60
4-EO 6	3"	501.75	4-FO6	3"	501.75
4-EO 7	4"	836.25	4-FO7	4"	836.25
4-EO 8	6"	1,672.50	4-FO8	6"	1,672.50
4-EO 9	8"	2,676.00	4-FO9	8"	2,676.00
<hr/>					
4-G	1"	26.76*	5-FO	all sizes	3.08

*plus usage

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-B
EFFECTIVE JANUARY 1, 2012

RAW WATER SERVICE OUTLET INSTALLATION

All raw water service connections will be made after proper application and payment is made to the District in accordance with the attached schedule for the requested service.

CANAL SERVICE BOX

<u>Service Range</u>	<u>Basic Installation charge*</u>	<u>Excess Pipe Length Charge* (Per Foot)</u>	
1/2 to 25 miners inches	\$ 1,022.00	2 Inch	\$ 5.00
<i>Relocation or upsize cost</i>	<i>630.00</i>	3 Inch	5.60
26 to 40 miners inches**	1,690.00	4 Inch	6.60
<i>Relocation cost</i>	<i>960.00</i>	6 Inch	8.80
Over 40 miners inches	Actual Cost	8 Inch	16.00

*Where the outlet on a canal service exceeds 20 feet in length, the applicant is charged at the indicated rate per foot for all excess footage in addition to the basic installation charge.

**The District reserves the right to utilize a different type of measuring device on these size services at a cost to be determined by the District.

ORIFICED SERVICE IN RAW WATER PIPELINE OR MANIFOLD

<u>Service Range</u>	<u>Basic Installation Charge*</u>
Amount of water available will depend on manifold pressure, using 2 inch meter flanges or Dole flow control an 2 inch gate valves and air release.	\$947.00
Any service requiring pipe size over 2"	Actual Cost

*In those instances where the District determines that a screening device is needed in the orificed service to prevent excessive clogging, such screening device shall be the sole cost of the customer (District Regulation 5.04.02 b).

NOTE

All raw water service connections for outside District lands are subject to additional charges per District Regulation 6.08.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-C
EFFECTIVE JANUARY 1, 2010

RAW WATER SERVICE OUTLET PERIODIC CHARGES

ACTIVE ACCOUNT (With Purchase of Water) - \$48.00 per year charge for each outlet in excess of one.

ACCOUNT CHARGE (Without Purchase of Water) - \$72.00 annual charge on all inactive raw water accounts, plus a \$66.00 annual charge for each additional outlet.

ROTATION - \$102.45 per season per outlet.

NOTE

Add 25% to all charges above for accounts serving lands outside the District (Amount rounded to the nearest dollar.)

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-D
EFFECTIVE JANUARY 1, 2012

ANNUAL RAW WATER SERVICE, INSIDE DISTRICT

Charges for raw (untreated) water sold for irrigation use on an annual basis and billed bimonthly.

MINERS INCHES:	1/4	1/2	1	1½	2	5
BIMONTHLY RATE:	139.18	167.08	184.74	201.84	218.90	513.86

NOTE

Water served pursuant to this schedule is untreated; which, if consumed or used for culinary purposes, could cause serious illness. If the water is so used, it is used at the customer's own risk.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-F
EFFECTIVE JANUARY 1, 2012

**ANNUAL RAW WATER SERVICE, OUTSIDE DISTRICT
SMARTSVILLE ONLY**

Charges for raw (untreated) water sold for irrigation use through a metered connection.

SERVICE SIZE:	5/8	3/4	1	1½	2	3	4
MINIMUM BI-MONTHLY RATE:	3.05	3.05	3.05	3.05	3.05	3.05	3.05

USAGE RATES: \$1.37 per hundred cubic feet (hcf) per billing period

NOTE

Water served pursuant to this schedule is untreated; which, if consumed or used for culinary purposes, could cause serious illness. If the water is so used, it is used at the customer's own risk.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-G
EFFECTIVE JANUARY 1, 2012

INSIDE DISTRICT SEASONAL IRRIGATION WATER

<u>AVERAGE FLOW (M.I.)</u>	<u>SUMMER SERVICE</u>	<u>WINTER SERVICE</u>
1/4	\$ 371.16	\$ 463.95
1/2	445.56	556.95
1	551.52	689.40
1½	654.14	817.66
2	756.44	945.54
2½	858.75	1,073.45
3	969.27	1,211.58
3½	1,073.38	1,341.73
4	1,166.36	1,457.96
4½	1,267.97	1,584.90
5	1,370.30	1,712.90
6	1,574.88	1,968.60
7	1,779.54	2,224.46
8	1,984.16	2,480.24
9	2,188.71	2,735.91
10	2,393.40	2,991.80
11	2,597.98	3,247.53
12	2,802.60	3,503.28
13	3,007.16	3,758.95
14	3,211.88	4,014.92
15	3,416.40	4,270.50
16	3,621.12	4,526.40
17	3,825.68	4,782.10
18	4,030.20	5,037.84
19	4,234.91	5,293.59
20	4,401.20	5,501.60
21 +	\$347.21 fixed + \$204.62 per MI	\$434.01 fixed + \$255.78 per MI

- Summer service to begin on or about April 15 through October 14
- Winter service to begin on or about October 15 through April 14
- Raw water service outlet periodic charges:
 - Active account (with purchase of water): \$48.00 per year charge for each outlet in excess of one
 - Account charge (without purchase of water): \$72.00 annual charge on all inactive raw water accounts, plus an additional \$72.00 annual charge for each additional outlet
 - Rotation: \$102.45 per season, per outlet

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-H
EFFECTIVE JANUARY 1, 2012

OUTSIDE DISTRICT SURPLUS IRRIGATION WATER

<u>Average Flow (M.I.)</u>	<u>SUMMER SERVICE</u>	<u>WINTER SERVICE</u>
1/4	\$ 463.95	\$ 579.94
1/2	556.95	696.19
1	689.40	861.75
1½	817.66	1,022.07
2	945.54	1,181.92
2½	1,073.45	1,341.83
3	1,211.58	1,514.49
3½	1,341.73	1,677.17
4	1,457.96	1,822.44
4½	1,584.90	1,981.13
5	1,712.90	2,141.15
6	1,968.60	2,460.78
7	2,224.46	2,780.61
8	2,480.24	3,100.32
9	2,735.91	3,419.91
10	2,991.80	3,739.80
11	3,247.53	4,059.44
12	3,503.28	4,379.16
13	3,758.95	4,698.72
14	4,014.92	5,018.72
15	4,270.50	5,338.20
16	4,526.40	5,658.08
17	4,782.10	5,977.71
18	5,037.84	6,297.30
19	5,293.59	6,616.94
20	5,501.60	6,877.00
21 +	\$434.01 fixed \$255.78 per MI	\$542.51 fixed \$319.73 per MI

- Summer service to begin on or about April 15 through October 14
- Winter service to begin on or about October 15 through April 14
- Winter service will be charged at 1.25 times the summer service rate.
- Raw water outlet service outlet periodic charges:
 - Active account (with purchase of water: \$60.00 per year charge for each outlet in excess of one
 - Account charge (without purchase of water): \$90.00 annual charge on all inactive raw water accounts, plus an additional \$90.00 charge for each additional outlet

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-I
EFFECTIVE JANUARY 1, 2012

DEMAND WATER

When available, Demand Irrigation Water may be purchased at rates equal to the following factors, times the normal Irrigation Water rate:

DEMAND (in days)	10	20	30	40	50	60	70	80	90	100
RATE FACTOR	.20	.35	.50	.65	.75	.80	.85	.90	.95	1.00

Minimum Charge: \$193.03 (.35 x 1 M.I. summer seasonal irrigation water rate)

Duration must be established upon application. All charges for demand service will be collected in advance of the start of delivery.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-J
EFFECTIVE JANUARY 1, 2012

FALL/STOCK WATER

AVAILABILITY: October 15 to December 1 to regular irrigation water customers in quantities up to the amount of the seasonal purchase

RATE: \$1.31 Per M.I. day (10 M.I. seasonal rate divided by 1830 M.I.D.)

MINIMUM CHARGE: \$193.03 (.35 X 1 M.I. Summer Seasonal Irrigation Water Rate)

All charges for fall/stock water service will be collected in advance of delivery.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-K
EFFECTIVE JANUARY 1, 2012

RAW INTERMITTENT FLOW IRRIGATION WATER

SEASON: April 15 to October 14
MINIMUM SALE: \$120.94

RATE per acre foot season: \$18.05
Outside District shall be 1.25% higher

Definition: Water belonging to District which cannot be supplemented by an auxiliary supply and in District's opinion cannot be considered a firm supply.

Determining Water Use: Sales of return intermittent flow irrigation water utilized by property owners shall be established in acre feet by District through pump ratings, sprinkler flow, actual diversions, acreage irrigated or any combination of the above methods as may be deemed appropriate to determine the amount of water to be used.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-L
EFFECTIVE JANUARY 1, 2011

ENERGY PUMPING COST – MAGNOLIA #3

Energy Pumping Cost for irrigation (raw) water served from Magnolia #3 Pump System

Cost per M.I. per season: \$292.33

Bimonthly cost for customers on continuous service:

MINERS INCHES:	1/4	1/2	1	1½	2
BI-MONTHLY RATE:	24.36	48.72	73.08	97.44	121.80

Charge will be adjusted, after the end of irrigation season, based on actual water pumped by the District and current year pumping costs.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 5-M
EFFECTIVE JANUARY 1, 2011

ENERGY PUMPING COST – EDGEWOOD

Energy Pumping Cost for irrigation (raw) water served from Edgewood Pumped System

Cost per M.I. per season: \$57.78

Bi-monthly cost for customers on continuous service:

MINERS INCHES:	1/4	1/2	1	1½	2
BI-MONTHLY RATE:	4.65	9.30	13.95	18.59	23.24

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICTSCHEDULE 5-R
EFFECTIVE JANUARY 1, 2012

MUNICIPAL WATER RATES

INSIDE DISTRICT

Treated Water: \$413.82 per acre foot

Raw Water:
Placer \$180.48 per acre foot
Plus \$347.21 fixed fee

OUTSIDE DISTRICT

Treated Water:
City of Grass Valley (Alta Hill) \$517.28 per acre foot

City of Grass Valley @ Broadview Heights
6" Meter with Double Check Valve \$1,156.15 min per month
Plus \$517.28 per acre foot

Raw Water \$225.60 per acre foot

City of Grass Valley Plus \$434.01 fixed fee
City of Nevada City Plus \$434.01 fixed fee

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 6-A
EFFECTIVE See below

**MISCELLANEOUS CHARGES
RENDERING AND PAYMENT OF BILLS**

Duplicate of Water Statement (per billing)	\$ 2.00 (eff 9/26/84)
Turn off Notification Fee (Inside District)	10.00 (eff 9/26/84)
Turn off Notification Fee (Outside District)	12.50 (eff 9/26/84)
Outside District Security Deposit	50.00 (eff 9/26/84)
Commercial Acct Security Deposit	100.00 (eff 1/01/87)
Return Check Fee	20.00 (eff 1/01/98)
Public Utility Easement Abandonment	50.00 (eff 1/01/93)
Water Availability Letter	50.00 (eff 1/01/94)
Variance Request	175.00 (eff 1/01/94)
Encroachment Permit - County	190.00 (eff 7/01/07)
State	328.00 (eff 1/01/09)

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 7-A
EFFECTIVE JANUARY 1, 1998

SPECIAL SERVICE CALL

Special Service Call fee inside District:	\$ 40.00
Special Service Call fee after normal working hours:	\$ 100.00 (1/1/02)
Special Service Call fee outside District:	\$ 50.00
Special Service Call fee after normal working hours	
Outside District:	\$125.00 (1/1/02)

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 8-A
EFFECTIVE JANUARY 1, 2012

PUBLIC FIRE HYDRANTS ON TREATED WATER SYSTEMS

HYDRANT INSTALLATION (1)	
Concurrently with New Construction	\$5,616.00 (2)
Installed on Existing Main	7,731.00 (2)
Plus lateral charge for each foot in excess of 10 feet	47.00
HYDRANT REMOVAL AND DISCONTINUANCE OF SERVICE	1,238.00
SALVAGE CREDIT ON FIRE HYDRANT RELOCATION	367.00

- (1) Any condition which in the opinion of the District will result in an estimated installation cost of more than twenty-five percent above those charges shown in this schedule will be installed on an actual cost basis. Example conditions include connections to a water main larger than 8 inch, connection to a main located deeper than 5 feet below surface, installation in concrete, pavement, or rock.
- (2) The District will add to the basic hydrant installation fee any estimated costs related to encroachment permits including associated inspection charges as well as those costs related to any required right of ways.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 8-B
EFFECTIVE JANUARY 1, 2012

PRIVATE FIRE SERVICE – INSTALLATION CHARGES 1/

The District will estimate all installation costs not associated with the vault and add this amount to the vault costs indicated below. The final cost to the applicant will be the summation of these two installation costs.

VAULT INSTALLATION 2/

SIZE	DETECTOR CHECK	DOUBLE DETECTOR CHECK
2"	\$ N/A	\$ N/A
3"	N/A	10,979.00
4"	9,774.00	12,032.00
6"	10,092.00	13,181.00
8"	11,125.00	17,821.00
10"		21,175.00

- 1/ Vault installation includes all piping and appurtenances located within the vault, as well as the meter box.

Any condition which, in the opinion of the District, will result in an estimated vault installation cost of more than twenty five percent above those charges shown in this schedule will be installed on an estimated cost basis.

Installations requiring a road boring and jacking will be completed on a time and material basis. A deposit, based on the District's anticipated maximum cost will be due from the applicant prior to installation. The final cost to the applicant will not exceed the deposit.

- 2/ A detector check is installed unless backflow protection is required, as discussed in Section 9 of the Regulations. A double detector check is installed where backflow protection is needed.

The District will add to the basic vault installation fee any estimated costs related to encroachment permits including associated inspection charges as well as those related to any required right of ways.

NOTE:

A \$100.00 fee will be collected at the time an application for a private fire service is submitted to the District. This fee will compensate the District for time spent in estimating the installation cost. The fee will be waived if applicant, pursuant to section 8.05.02 of these Regulations, utilizes a private contractor to install the service and does not request an estimate.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 8-C
EFFECTIVE JANUARY 1, 2012

PRIVATE FIRE SERVICE - BI-MONTHLY CHARGES

<u>SIZE</u>	<u>DETECTOR CHECK 1/</u>	
1"	\$ 5.30	
2"	-	
3"	-	
4"	31.10	
6"	33.00	
8"	36.60	
		Usage is charged at double the prevailing 4EI rate schedule

1/ These charges will also apply to all private services which are substandard.

NOTE: Add 25% to all charges above for accounts serving lands outside the District.

SCHEDULE OF RATE AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 8-D
EFFECTIVE JANUARY 1, 2012

PRIVATE FIRE SERVICE - BI-MONTHLY CHARGES

<u>SIZE</u>	<u>DOUBLE DETECTOR CHECK</u>	
2"	\$ 36.40	
3"	39.20	
4"	40.20	
6"	46.80	
8"	71.10	
10"	92.70	
		Usage is charged at double the prevailing 4EI rate schedule

NOTE: Add 25% to all charges above for accounts serving lands outside the District.

SCHEDULE OF RATE AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 9-A
EFFECTIVE: JANUARY 1, 2006

BACKFLOW PREVENTION REQUIREMENTS

Minimum requirements for backflow prevention devices for various types of potable water users are listed below. These requirements have been determined based on District and industry-wide experience of the probability of backflow occurring, taking into consideration such factors as the degree of hazard and complexity of piping associated with various types of District water customers.

The District reserves the right to install a more stringent device than listed if, in its sole judgement, the particular circumstances of that water user requires a higher degree of backflow protection. All meters serving the same parcel will be subject to the highest degree of backflow protection appropriate for that parcel. The District will determine the need for and the type of device for all classes of services not listed below.

Requirements Abbreviations

AG - Air gap separation
RP - Reduced pressure principle device
DC - Double check valve assembly
DCD - Double check detector assembly

WATER USE

REQUIREMENTS

1.	Aircraft and missile plants	RP
2.	Automotive plants	RP
3.	Beauty Salons	DC
4.	Board and care facilities, skilled nursing facilities	DC
5.	Bottling plants	DC
6.	Breweries	DC
7.	Buildings – commercial/industrial multi-story over 50' in elevation above street level to ground floor	DC
8.	Canneries, packing houses, and reductions plants	RP
9.	Car wash	RP
10.	Chemical processing or storage facilities	RP
11.	Chemical treated potable water system	DC
12.	Dairies and cold storage plants	DC
13.	Dye works	RP
14.	Film processing laboratories	RP
15.	Fire systems – Class 3, 4, and 6, as defined in California Department of Health Services Manual of Cross Connection Control	DCD
16.	Fire systems – Class 5	AG or RP
17.	Food processing plants	DC
18.	Fertilizer processing plants	RP
19.	Hospitals, sanitariums	RP
20.	Irrigation services served from treated water mains	DC
21.	Laboratories	RP

SCHEDULE OF RATE AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 9-A
EFFECTIVE: JANUARY 1, 2006

BACKFLOW PREVENTION REQUIREMENTS (continued)

<u>WATER USE</u>	<u>REQUIREMENTS</u>
22. Laundries, commercial	DC
23. Medical/dental buildings, clinics or veterinary clinics	RP
24. Metal manufacturing, cleaning, processing and fabricating plants	RP
25. Mobile home parks	DC
26. Mortuaries, morgues, or autopsy facilities	RP
27. Oil and gas production, storage or transmission properties	RP
28. Paper products manufacturing plants	RP
29. Plating operations	RP
30. Premises with piped auxiliary water supplies	DC
31. Pumped sewage, sewage pumping station and/or treatment plants. (Excluding individual premises)	RP
32. Radio active materials or substances	RP
33. Restricted classified or closed facilities	RP
34. Restaurants with automatic dishwashers or steam tables	DC
35. Sand, gravel, cement and ready mix plants	DC
36. Secondary schools and colleges	DC
37. Tank or Construction Water	AG or RP*
(*Customer maintained & certified; District inspected)	

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 9-B
EFFECTIVE JANUARY 1, 2012

BACKFLOW PREVENTION DEVICE - INSTALLATION CHARGES

<u>ASSEMBLY SIZE</u>	<u>DCV 1/</u>	<u>RP 2/</u>
3/4"	\$ 570.00	\$ 970.00
1"	575.00	1,083.00
1 1/2"	915.00	1,771.00
2"	948.00	2,267.00
3"	3,462.00	7,522.00
4"	9,720.00	9,565.00
6"	12,688.00	13,113.00
8"	18,324.00	16,564.00
10" And up	Actual cost	Actual cost

1/ Double Check Valve Assembly

2/ Reduced Pressure Principle Device

Note: Charges covering double detector checks which are utilized on high risk private fire services can be found in Schedule 8-B.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 9-C
EFFECTIVE JANUARY 1, 2012

BACKFLOW PREVENTION DEVICE – BI-MONTHLY CHARGE

<u>ASSEMBLY SIZE</u>	<u>INSIDE DISTRICT DCV 1/</u>	<u>OUTSIDE DISTRICT DCV 1/</u>
3/4"	\$ 11.90	\$ 14.90
1"	12.10	15.10
1 1/2"	12.90	16.10
2"	13.40	16.80
3"	37.90	47.40
4"	44.20	55.30
6"	69.70	87.10
8" and up	90.00	112.50

1/ Double check valve assembly

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 9-D
EFFECTIVE JANUARY 1, 2012

BACKFLOW PREVENTION DEVICE - BI-MONTHLY CHARGE

<u>ASSEMBLY SIZE</u>	<u>INSIDE DISTRICT RP 1/</u>	<u>OUTSIDE DISTRICT RP 1/</u>
3/4"	\$ 13.40	16.80
1"	15.30	19.10
1 1/2"	20.30	25.40
2"	20.50	25.60
3"	43.20	54.00
4"	48.20	60.30
6"	65.80	82.30
8" and up	101.40	126.80

1/ Reduced pressure principle device

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 10-A
EFFECTIVE JANUARY 1, 2012

DISTRICT CONSTRUCTED MAINLINE EXTENSIONS

The District will estimate all costs not included in the basic charge 1/ listed below and add this to the basic charge. The final cost to the applicant will be the summation of these two installation costs, however, unexpected costs associated with required right of ways or encroachment permits will be added to the total.4/

BASIC CHARGE 2/

SIZE	COST/FOOT	ADD ON FOR SHORT LENGTHS 3/
6"	\$ 86.20	\$24.50
8"	110.30	24.50
10"	137.80	24.50
12"	165.40	24.50

- 1/ Any condition which, in the opinion of the District, will result in an estimated costs of more than twenty-five percent of those charges shown in this Schedule, will be installed on an estimated cost basis. Pipe sizes in excess of twelve inches will be accomplished on an estimated cost basis.
- 2/ The basic charge includes all necessary pipe, air and vacuum valves, blowoffs, thrust block and engineering work. Not included in the basic charge are mainline valves, service settings, existing pipe tie-in, fire hydrant assemblies, right of way and all other items not specifically mentioned as covered under the basic charge.
- 3/ If total length of installation is less than 100 feet, add indicated amounts on to per-foot-costs; however, the cost as so determined will not exceed the cost of a 100-foot extension.
- 4/ The District will determine, prior to start of construction, if adequate funds have been provided in the estimated cost to cover right of way purchases, associated legal and court fees, as well as to cover requirements mandated in any encroachment permits the District must obtain from other public entities for the mainline extension. The developer will be required to pay any of these additional costs prior to start of construction.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 10-B
EFFECTIVE JANUARY 1, 2012

**TREATED WATER DISTRIBUTION MAIN CHARGES FOR CALCULATING
TEMPORARY SERVICE LOCATION TREATED WATER MAIN CONTRIBUTIONS**

Multiplier

\$96.40

The Treated Water Distribution Main (TWDM) Charge as shown herein will be determined by the District and revised or amended periodically to reflect updated estimates for the cost to provide and install distribution pipelines.

The administrative processing fee for the Temporary Service Location application shall be \$175.00.

The processing fee for the renewal of an Approved Temporary Service Location shall be \$90.00.

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 12-A
EFFECTIVE SEPTEMBER 26, 1984

**PENALTIES FOR
UNAUTHORIZED TAKING OF WATER**

<u>OFFENSE</u>	<u>PENALTY</u>
FIRST	\$250.00
SECOND	\$500.00

NEVADA IRRIGATION DISTRICT
AGRICULTURAL WATER MANAGEMENT PLAN

APPENDIX D

DROUGHT CONTINGENCY PLAN

DROUGHT CONTINGENCY PLAN

Recent update adopted by the Board of Directors, March 14, 2012

The Nevada Irrigation District adopted the Drought Contingency (Plan) to address the District's limited water supplies due to either drought conditions or distribution infrastructure failures. The primary objective of this Plan is to identify drought caused water supply shortages, water demand reduction goals and to recommend demand management measures. The Drought Contingency Plan is a supplement to the District's Urban Water Management Plan and the Agricultural Water Management Plan. Both of these plans were prepared and updated in compliance with Part 2.8 of Division 6 of the California Water Code.

For a drought situation, prior to the beginning of the irrigation season, but no later than April 1, the District will evaluate its current reservoir storage, forecasted runoff, and purchase options from Pacific Gas & Electric Company to determine what water supply stage will apply during the year. In order to effect the most current information for water supply, the March Snow Survey information for each year will be used to make a preliminary determination of the District's water supplies.

For an infrastructure failure, delivery options will be evaluated and a recommendation shall be made to the Board of Directors.

The District currently supplies about 150,000 acre feet (AF) of water for all classes of customers, has non-recoverable in stream flow requirements of 7,700 AF and has contract obligations for 200,000 AF of water under the Nevada Irrigation District and Pacific Gas & Electric Company's 1963 Consolidated Contract. A minimum of 78,000 AF of carry over storage has been determined to be the amount of water that the District will endeavor to hold over from water season to water season for the health and safety of the District domestic and agricultural water users. The minimum carryover amount will be evaluated every five years and will be updated if needed.

STAGE	APRIL 1 AVAILABLE SUPPLY ACRE FEET	SUPPLY SHORTAGE	TYPE PROGRAM	DEMAND REDUCTION GOALS
I	233,000	None	Normal Operation	
II	210,000	10%-15%	Voluntary/ Mandatory	15%
III	198,000	15%-25%	Mandatory	25%
IV	175,000	25%-35%	Mandatory	35%
V	152,000	35%-50%	Mandatory	50%

DROUGHT WATER SUPPLY STAGES

STAGE I: NORMAL WATER CONDITIONS

- A. District will make full supply and contract deliveries.
- B. Continue to operate and maintain the water system in an efficient and economical manner.
- C. Encourage conservation measures with District customers.
- D. Review and, if needed, update current water conservation plans and system storage.

STAGE II: WATER SHORTAGE ALERT—10% To 15% SHORTAGE

- A. District leak repair receives high priority.
- B. Irrigation season delivery alternatives will be imposed with a target reduction goal of 10-15%.
- C. Limit new raw water sales and increases to a ½ miners inch purchase
- D. Strongly encourage customers to conserve water. Increase public awareness and public service announcements.
- E. Restaurant owners requested not to serve water unless requested by the customer.
- F. Declare that no District surplus water is available.
- G. Target 75% of historical end of month October storage for carryover.
- H. Limit fire department practice drills and flow testing of fire hydrants.
- I. Encourage raw water customers to implement irrigation efficiency practices.
- J. Limit residential, garden, and landscape irrigation during the hottest portion of the day (10:00 a.m. to 6:00 p.m.).
- K. Limit District's flushing program to areas required by regulation or as needed to insure good drinking water quality
- L. Municipal customers shall be informed of reduction targets
- M. Organize Drought Hardship Committee

STAGE III: WATER SHORTAGE WARNING—15-25% SHORTAGE

- A. All of Stage II requirements above and the following:
- B. Irrigation season delivery alternatives will be imposed with a target reduction goal of 15-25%.
- C. No new raw water sales or increases in purchased water

- D. Limit residential, garden, and landscape irrigation during the hottest portion of the day (10:00 a.m. to 6:00 p.m.) and encourage reduced watering schedules to at least every other day.
- E. Encourage that all treated water metered school grounds, and all other public grounds reduce their water usage by 15 percent from what they received under Stage I conditions.
- F. Require Large Landscapes with treated water to reduce their usage by 15-25%
- G. Implement conservation pricing on treated water.
- H. All new treated water services will not be allowed to plant new lawns, landscaping, or gardens. The District will encourage customers to utilize water and efficient irrigation systems.
- I. Maintain at least 78,000 minimum acre feet in storage at the end of October

STAGE IV: WATER SHORTAGE EMERGENCY—25-35% SHORTAGE

- A. Implement all items under Stages II and III, and the following:
- B. Irrigation season delivery alternatives will be imposed with a target reduction goal of 25-35%.
- C. Require Large Landscapes with treated water to reduce their usage by 25-35%

STAGE V: CRITICAL WATER SHORTAGE EMERGENCY—35-50% SHORTAGE

- A. Implement all items under Stage II, III, and IV, and the following:
- B. Irrigation season delivery alternatives will be imposed with a target reduction goal of 35-50%.
- C. Strong conservation pricing implemented with all treated water customers.
- D. Require Large Landscapes with treated water to reduce their usage by 35-50%.

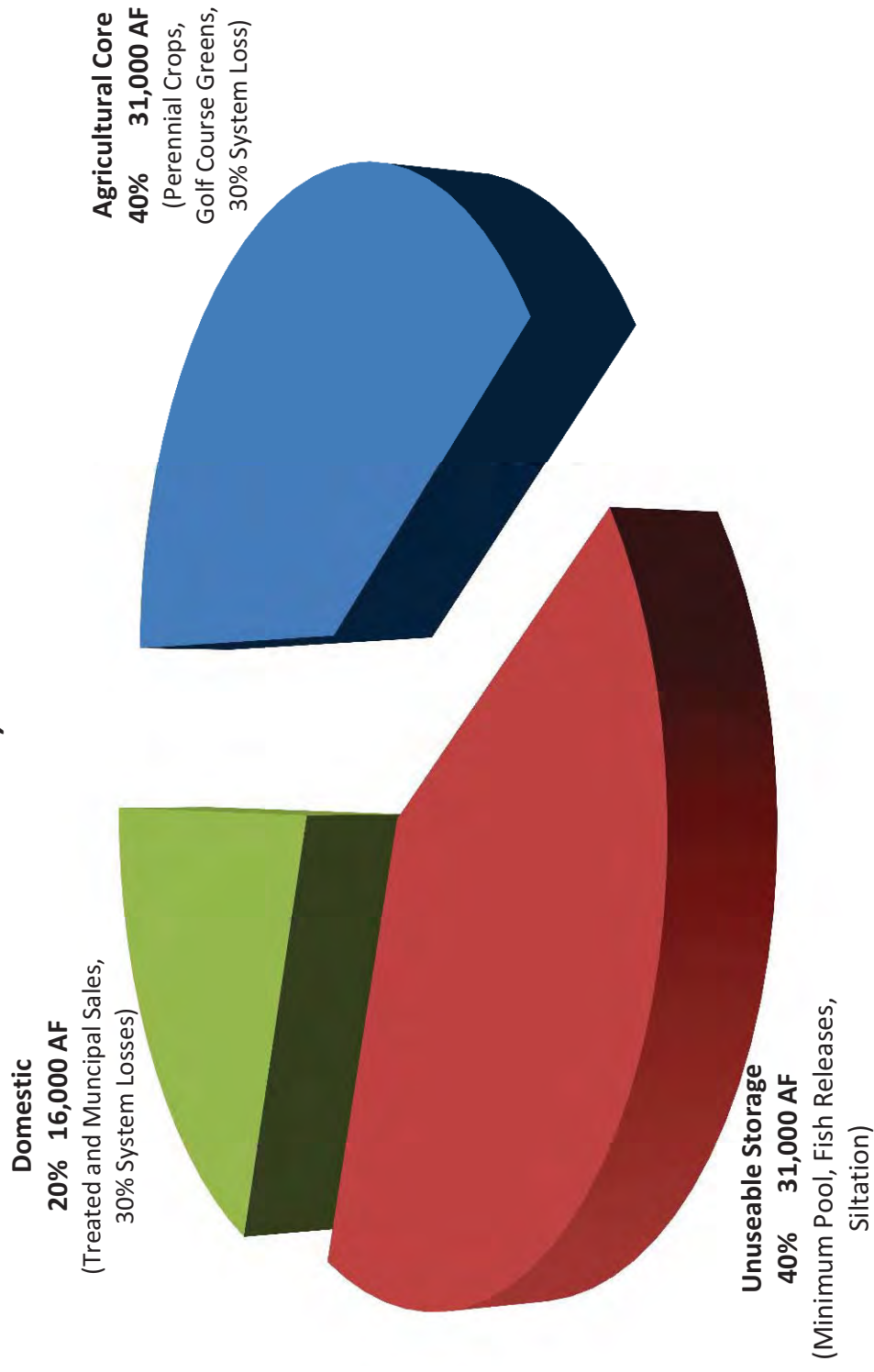
IRRIGATION SEASON DELIVERY ALTERNATIVES Combination Reduction & Short Season	
Advantages	Disadvantages
1. Fairness and Uniformity 2. Encourages Water Management Practices and Conservation 3. Demonstrates a Method of Reduction	1. Changing Raw Water Orifice Plates 2. Increased Delivery Costs 3. Reduces System Flexibility 4. Increased Customer Responses 5. May Cause Hardship on Commercial Agricultural Customer

IRRIGATION SEASON DELIVERY ALTERNATIVES Short Season	
Advantages	Disadvantages
1. Greatest Flexibility in System 2. Customer Management of System 3. Encourages Water Management and Conservation 4. Demonstrates a Method of Reduction 5. Saves Manpower by Not Changing Raw Water Orifice Plates	1. Is Not Uniform Water Delivery Throughout the Season 2. Does Not Extend Season 3. May Cause Hardship on Commercial Agricultural Customer 4. Increased Customer Responses 5. Public relations Loss

IRRIGATION SEASON DELIVERY ALTERNATIVES Reduction in Deliveries for Full Season	
Advantages	Disadvantages
1. Fairness and Uniformity 2. Encourages Water Management and Conservation 3. Demonstrates a Method of Reduction	1. Requires Accuracy in Delivery Method 2. Increased Delivery Costs 3. Change Orifice Plates, Increased Costs 4. Raw Water Orifice Pipes 5. No System Flexibility 6. Increased Customer Responses 7. Public Relations Loss

IRRIGATION SEASON DELIVERY ALTERNATIVES Canal Rotations	
Advantages	Disadvantages
1. Flexibility in System 2. Encourages Water Efficient Practices and Conservation 3. Fairness and Uniformity	1. Requires Accuracy in Delivery Method 2. Increased Delivery Costs 3. Increased Customer Responses 4. Public Relations Loss 5. May Cause Hardship on Commercial Agricultural Customer 6. Challenges with Aquatic Weed Control Applications

NID MINIMUM CARRY OVER STORAGE 78,000 ACRE FEET



DROUGHT HARDSHIP COMMITTEE AND VARIANCES

During a Stage II-V Water Shortage, the Board of Directors of the Nevada Irrigation District may appoint a Drought Hardship Committee. The Drought Hardship Committee is an advisory body and shall consist of one appointee from each director's division and the Water and Hydroelectric Operations (WHO) Board Committee. District Operation's staff will work closely with the committee.

The Drought Hardship Committee's purpose is to review the applications and determine whether additional water can be provided to the applicant. Before any appeal for a variance can be heard by the Drought Hardship Committee, the customer must submit a Drought Hardship Application and provide proof the water is being used for commercial agricultural purposes.

For the purposes of this Plan, the definition of commercial agriculture is an agricultural producer engaged in a for profit operation with a minimum gross annual sales of \$3,000 and a minimum capital investment of \$15,000. Commercial agricultural producers file a Schedule F with the Internal Revenue Service for their farming or ranching operation.

Preference will be given to applicants with an economic hardship and/ or those utilizing best management practices and with efficient irrigation practices in place. Variances may be approved for increases in water deliveries, seasonal variances or other protocols as determined by the Drought Hardship Committee. No such variance or appeal, however, shall be granted if the Board of Directors finds that the variance or appeal will adversely affect the public health or safety of others and is not in the public's best interest.

Under the California Water Code, in critical water supply situations, there is a priority that shall be allocated as follows:

1. Human Consumption
2. Livestock and Animals
3. Perennial Crops
4. Annual Crops

Upon granting a Drought Hardship Variance or appeal, the Board may impose any other conditions it deems to be just and proper.

APPLICATION FOR DROUGHT HARDSHIP

Name:			Canal:	
Address				
Parcel No.:			Phone No.:	
Land Utilization:		Map Attached		Yes No
Livestock (number of)			Stock water needs: Yes or No	
Cattle	Horses			
Sheep	Other			
Hogs				
Crop	Acres Planted	Amount Water Applied	Period of critical water need	Method of Irrigation
Pasture				
Orchard				
Rice				
Other				
Total acres of land irrigated at location:				
		Year		Miners Inches
Water Purchase				
Allocated				
Is property within Nevada Irrigation District boundaries?		Yes		No
Do you have proof the water is being used for commercial agricultural purposes		YES		No
Statement by landowner of hardship				
Intended use of additional water by landowner				
Describe efficient irrigation practices in use				
Do you file a Schedule F with the Internal Revenue Service? Yes or No				

Please attach separate sheet for any additional information. Fraudulent statements could result in loss of water purchase.

I certify the above statements to be true and factual to the best of my knowledge.

Signed _____ Date _____

NEVADA IRRIGATION DISTRICT
AGRICULTURAL WATER MANAGEMENT PLAN

APPENDIX E

WATER QUALITY REPORT FOR 2011

About This Report....

This report is a snapshot of the quality of the water the district provided to you in calendar year 2011. Included are details about where your water comes from, what it contains, and how it compares to state standards. The district's goal is to provide safe, high quality drinking water at the lowest cost to our consumers. We are committed to providing you with information because informed customers are our best allies. For additional water quality information, customers may contact NID Treated Water Supt. Chip Close at the district office. In Nevada County, call (530) 273-6185. Placer County customers may dial toll-free, 1-800-222-4102.

Water Quality Testing

Effective operation and maintenance of the drinking water distribution system assures that quality drinking water travels through the system to your meter. The residual chlorine in the water after treatment prevents re-growth of organisms during storage and transmission in the distribution system. Annual flushing of water mains and rotation of stored supplies also keeps water fresh and limits growth of organisms. The district conducts weekly water quality testing in the distribution system to ensure that drinking water continues to meet state and federal requirements.

Este informe contiene información muy importante sobre su agua beber. Tradúzcalo o hable con alguien que lo entienda bien.

ON THE COVER

The Allen sisters, Paiton, 5, Savannah, 11, and Hannah, 13, enjoy a glass of cool NID water. The girls are the daughters of Nathan and Erica Allen of Penn Valley. Dad Nathan is an Operations Technician with NID.

NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, CA 95945
(530) 273-6185 • (800) 222-4102



www.nidwater.com

May 2012

NID Pledges Water Quality, Seeks Public Participation

Our Board of Directors encourages public participation on issues concerning our water systems. District policy is set by the elected Board of Directors. Board meetings are held at 9 a.m. on the second and fourth Wednesdays of each month at the NID Business Center in Grass Valley. Check NID's Web site (www.nidwater.com) or call the Customer Service office at (530) 273-6185 to confirm meeting times.

Water Quality Report For 2011

(Reported in 2012)

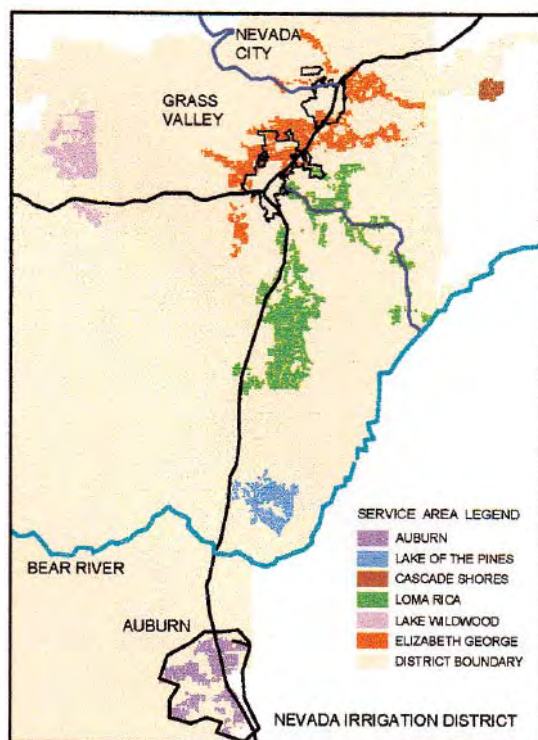


Water
For Our
Community

Since 1921



NID Treated Water Service Areas



This map shows the approximate service areas for each of the six NID treated water systems that are included in this report

NID Water Treatment Plants

E. George (Banner Mtn., NC, GV)

Lake of the Pines (w/surrounding areas)

Lake Wildwood (Including Penn Valley)

Loma Rica (Brunswick, Alta Sierra)

North Auburn (Highway 49 corridor)

Cascade Shores (at Scotts Flat Reservoir)

Smartsville (reported separately)

NEVADA IRRIGATION DISTRICT Water Quality Report for 2011 *(Published in May 2012)*

The tables presented here list all the drinking water contaminants that were detected during the 2011 calendar year. The presence of these contaminants in water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done from January 1 through December 31, 2011. The California Department of Public Health (CDPH) allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some data, though representative of water quality, is more than one year old. Your water quality report begins below and continues on the reverse.

Primary Drinking Water Standards

TURBIDITY	UNITS	MCL	PHG (MCLG)	Eliz. George	LOP	LWW	Loma Rica	North Auburn	Cascade Shores
Average yearly value	NTU	1.0	none	0.03	0.03	0.03	0.03	0.04	0.04
(Range)	NTU		none	(0.02-0.24)	(0.02-0.10)	(0.02-0.17)	(0.02-0.17)	(0.02-0.14)	(0.02-0.16)
Percentage of samples <0.3 NTU	%	95%	none	100%	100%	100%	100%	100%	100%

TURBIDITY has no health effects. However, high levels of turbidity can interfere with disinfection and provide a medium for microbial growth. We monitor turbidity because it is a good indicator of the effectiveness of our filtration system.

MICROBIOLOGICAL CONTAMINANTS	UNITS	MCL	PHG (MCLG)	Eliz. George	LOP	LWW	Loma Rica	North Auburn	Cascade Shores
Total Coliform Bacteria	Two Positive Samples		none	0	0	1	0	0	0
Fecal Coliform	1 of 2 Positive		none	0	0	0	0	0	0

COLIFORM are bacteria that are naturally present in the environment and are used as an indicator that other, potentially-harmful, bacteria may be present. Fecal coliform are bacteria whose presence indicates that water may be contaminated with human or animal wastes. We test for fecal coliform to monitor effectiveness of the disinfection process.

Cryptosporidium Study Results: Cryptosporidium is a microbial pathogen found in most surface waters throughout the U.S. Although filtration removes Cryptosporidium, the most commonly used filtration methods cannot guarantee 100 percent removal. NID has concluded a two-year study on Cryptosporidium. Our monitoring indicates the presence of these organisms in our source water (prior to treatment) at the levels listed below. Current test methods do not allow us to determine if the organisms are dead or if they are capable of causing disease. Ingestion of Cryptosporidium may cause an abdominal infection. Symptoms of infection include nausea, diarrhea, and abdominal cramps. Most healthy individuals can overcome the disease within a few weeks; however, immuno-compromised people are at greater risk of developing life-threatening illness. We encourage immuno-compromised individuals to consult their health care provider regarding appropriate precautions to take to avoid infection. Cryptosporidium must be ingested to cause disease, and it may be spread through means other than drinking water.

Cryptosporidium	No. of cysts per liter	Eliz. George	LOP	LWW	Loma Rica	North Auburn	Cascade Shores
Average		0.03	0.03	0.09	0.04	0.007	ND
Range		(ND-0.64)	(ND-0.36)	(ND-0.74)	(ND-0.28)	(ND-0.09)	ND

Source Water Assessment

In 2012, NID teamed with the Placer County Water Agency and Starr Consulting to update its Source Water Susceptibility Assessment. This assessment describes the susceptibility and types of constituents that may come into contact with your drinking water source. The report confirmed that district watersheds have very low levels of contaminants. To a limited extent, those contaminants found are usually associated with wildlife and human recreational activity. Leading sources of potential contamination include highways, roadways and railroads near rivers and raw water canals, septic tanks, unidentified utility pipelines crossing canals, recreation at upstream reservoirs, historic and active mining operations, and utility operations.

A copy of the complete assessment is available for review at NID's office, or through the California Dept. of Public Health (CDPH), Division of Drinking Water, 415 Knollcrest Drive, Suite 110, Redding, CA.

The District encourages everyone to take an active role in supporting pollution prevention programs in their communities and to learn more about protecting their local sources of water.

Sierra Snowpack is the Source of Your Water

NID treated and distributed more than 3.3 billion gallons of surface water last year. This water originates in the Sierra Nevada snowpack on five mountain watersheds. These include the Middle and South Yuba rivers, the Bear River, north fork of the North Fork American River and Deer Creek.

Most of this water is routed through Lake Spaulding and transported to NID's water treatment plants via canal systems operated by NID and the Pacific Gas and Electric Company

Regulated Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors

	UNITS	MCL	HRAA (Range)	Eliz. George	LOP	LWW	Loma Rica	North Auburn	Cascade Shores
Total Trihalomethanes	ppb	80		39.5 (10-40)	51.0 (27-43)	64.3 (36-58)	56.9 (22-62)	44.3 (29-48)	41.8 (16-31)
Haloacetic Acids	ppb	60		26.1 (11-23)	26.3 (18-25)	30.5 (19-32)	28.9 (18-29)	36.3 (18-35)	39.5 (20-49)
Total Organic Carbon	ppm	NA	Average (range)	0.81 (0.55-1.1)	1.14 (0.71-2.1)	1.13 (0.85-1.8)	1.01 (0.49-2.0)	1.11 (0.72-1.9)	0.91 (0.57-1.2)
Chlorine	ppm	MRDL 4		0.74 (0.49-1.4)	0.69 (0.26-1.04)	0.76 (0.30-1.5)	0.64 (0.26-1.11)	0.73 (0.30-1.1)	0.66 (0.20-1.03)

TRICHALOMETHANES and Haloacetic Acids are the byproducts of drinking water chlorination. Total Organic Carbon comes from various natural and manmade sources and is a precursor to disinfection byproducts. MCL's for Trihalomethanes and Haloacetic Acids are derived from a running annual average (HRAA) for quarterly sampling, while Total Organic Carbon is sampled on a quarterly basis. Chlorine is a drinking water disinfectant.

Copper and Lead

	UNITS	MCL	PHG (MCLG)	Eliz. George	LOP	LWW	Loma Rica	North Auburn	Cascade Shores
Copper	ppm	AL=1.3	0.17	0.39	0.11	0.21	0.03	0.12	0.096
Lead	ppb	AL=15	2	ND	5	6.9	2.5	ND	ND

COPPER and LEAD occur from the corrosion of household plumbing systems and the erosion of natural deposits. The levels of lead and copper in this report are the 90th percentile levels. Lead and copper are sampled every three years. In 2011, twenty households were sampled in the Lake of the Pines, Lake Wildwood and North Auburn systems. In 2010, ten households were sampled in the Cascade Shores system. In 2009, thirty households were sampled in both the E. George and Loma Rica systems.

NOTE ON LEAD: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. NID is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap from 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure are available from the Safe Drinking Water Hotline at (800) 426-4791 or www.epa.gov/safewater/lead.

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Since 1921

Substances Expected to be in Drinking Water

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained at <http://water.epa.gov/drink/index.cfm> or by calling the USEPA's Safe Drinking Water Hotline (1-800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

Substances Can Enter Source Water Supplies

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- **Microbial contaminants**, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- **Inorganic contaminants**, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- **Pesticides and herbicides**, that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- **Organic chemical contaminants**, including synthetic and volatile organic chemicals, that are

(Continued, next column)

Additional Water Quality Information for NID Customers

Reporting of test results for secondary drinking water standards is not required by state and federal regulations. NID is reporting these results as an additional customer service. Taste, color, odor and other aesthetic standards are included in these tables.

Secondary Drinking Water Standards - Aesthetic Standards

	UNITS	MCL	PHG (MCLG)	Eliz. George	LOP	LWW	Loma Rica	North Auburn	Cascade Shores
Total Dissolved Solids	ppm	1000	500	37	36	40	32	38	32
pH	ppm	6.5-8.5	none	7.4	7.5	7.5	7.4	7.4	7.6
Chloride	ppm	500	none	3.0	3.6	7.7	3.4	3.5	3.8
Manganese	ppm	0.05	none	ND	ND	ND	ND	ND	0.011
Sulfate	ppm	500	250	14	11	11	8.8	12	7.1
Specific Conductance	umho/cm	1600	900	63	62	84	55	62	61

Additional Constituents Analyzed

	UNITS	MCL	PHG (MCLG)	Eliz. George	LOP	LWW	Loma Rica	North Auburn	Cascade Shores
Hardness (CaCO ₃)	ppm	NS	none	25	24	23	22	24	9.4
Calcium	ppm	NS	none	9.2	8.3	7.1	8.0	8.3	3.0
Magnesium	ppm	NS	none	0.45	0.89	1.2	0.44	0.70	0.45
Sodium	ppm	NS	none	1.2	1.5	6.2	1.2	1.3	9.0
Alkalinity	ppm	NS	none	11	9.7	11	12	12	15
Bicarbonate (HCO ₃)	ppm	NS	none	11	9.7	11	12	12	15

Definitions

Terms and abbreviations used in this report:

- **Public Health Goal (PHG)**; The level of a contaminant in drinking water below which there is no known or expected risk to health. PHG's are set by the California Environmental Protection Agency.
- **Maximum Contaminant Level Goal (MCLG)**; The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLG's are set by the U.S. EPA.
- **Maximum Contaminant Level (MCL)**; The highest level of a contaminant that is allowed in drinking water. Primary MCL's are set as close to the PHG's (or MCLG's) as is economically and technologically feasible. Secondary MCL's are set to protect odor, taste, and appearance of drinking water.
- **Regulatory Action Level (AL)**; The concentration of a

contaminant which, when exceeded, triggers treatment or other requirements that a water system must follow.

- **Maximum Residual Disinfectant Level (MRDL)**; The level of a disinfectant added for water treatment that may not be exceeded at the consumer's tap.

- **Maximum Residual Disinfectant Level Goal (MRDLG)**; The level of a disinfectant added for water treatment below which there is no known or expected health risk. MRDLG's are set by the EPA.

- **Primary Drinking Water Standard (PDWS)**; MCL's and MRDL's for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

- **NS**; No standard • **ND**; Non- detected • **<**; Less Than
- **ppm**; parts per million • **ppb**; parts per billion
- **ppt**; parts per trillion • **pCi/L**; pico curies per liter
- **NTU**; Nephelometric Turbidity Units
- **HRAA**; Highest Running Annual Average

Contaminants - Continued

byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.

- **Radioactive contaminants**, that can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the State Department of Public Health (CDPH) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. CDPH regulations also establish limits for contaminants in bottled water that must provide the same protection for public health.

This report is online at www.nidwater.com.

NEVADA IRRIGATION DISTRICT
AGRICULTURAL WATER MANAGEMENT PLAN

APPENDIX F

WATER RIGHTS SUMMARY

**NEVADA IRRIGATION DISTRICT
WATER RIGHT SUMMARY**

APPLICATION	PERMIT	LICENSE	PRIORITY DATE	SOURCE	AMOUNT CFS AF		PLACE OF STORAGE/DIVERSION	SEASON DIVERSION	STORAGE	PURPOSE	REMARKS
1270	2082	12795	5/7/19	JACKSON CREEK CANYON CREEK CANYON CREEK CANYON CREEK CANYON CREEK TEXAS CREEK FALL CREEK TRAP CREEK	146 30 15 5	970 3980 1221 58829	JACKSON LAKE FAUCHERIE LAKE SAWMILL LAKE BOWMAN LAKE B-S CONDUIT B-S CONDUIT B-S CONDUIT B-S CONDUIT	4/15-9/30 4/15-9/30 4/15-9/30 4/15-9/30	1/1-12/31 1/1-12/31 1/1-12/31 1/1-12/31	MINING DOMESTIC IRRIGATION MUNICIPAL	LICENSED 7/10/91
1614	1481		1/8/20	DEER CREEK		60000	SCOTTS FLAT RES.		1/1-12/31	MINING DOMESTIC IRRIGATION	LICENSING IN PROGRESS
1615	5801	8808	1/8/20	SO. FK. DEER CK. DEER CREEK	100		CASCADE CANAL SNOW MTN. CANAL D-S CANAL ROUGH & READY CANAL NEWTOWN CANAL TUNNEL CANAL CHINA CANAL	4/1-10/1		IRRIGATION DOMESTIC	LICENSED 1/22/64
2275	2084	12796	3/25/21	MIDDLE YUBA		60000	JACKSON MEADOWS BOWMAN LAKE		1/1-12/31	POWER	LICENSED 7/10/91
2276	2085	12797	3/25/21	MIDDLE YUBA		60000	JACKSON MEADOWS BOWMAN LAKE		12/1-7/15	IRRIGATION DOMESTIC MUNICIPAL MINING	LICENSED 7/10/91
2372	2087	12798	6/3/21	JACKSON CREEK CANYON CREEK CANYON CREEK CANYON CREEK CANYON CREEK TEXAS CREEK FALL CREEK TRAP CREEK	152 30 15 5	970 2993 3030 47530	JACKSON LAKE FAUCHERIE LAKE SAWMILL LAKE BOWMAN LAKE B/S CONDUIT B/S CONDUIT B/S CONDUIT B/S CONDUIT	1/1-12/31 1/1-12/31 1/1-12/31 1/1-12/31	12/1-7/15 12/1-7/15 12/1-7/15 12/1-7/15	POWER	LICENSED 7/10/91

**NEVADA IRRIGATION DISTRICT
WATER RIGHT SUMMARY**

APPLICATION	PERMIT	LICENSE	PRIORITY DATE	SOURCE	AMOUNT CFS AF		PLACE OF STORAGE/DIVERSION	SEASON DIVERSION	STORAGE	PURPOSE	REMARKS
2652A	5803	10350	11/22/21	BEAR RIVER		5555 6945	COMBIE RESERVOIR ROLLINS RESERVOIR		11/30-6/1 11/30-6/1	IRRIGATION DOMESTIC POWER RECREATION	LICENSED 11/26/68, POWER ADDED AS A PURPOSE 2/14/84
2652B	11626		11/22/21	BEAR RIVER		65000	ROLLINS RESERVOIR		11/30-6/1	IRRIGATION DOMESTIC RECREATION	LICENSING IN PROGRESS
4309	2935	4544	11/7/34	MIDDLE YUBA CANYON CREEK ETC. NOT LISTED	135		DRUM CANAL	1/1-12/31		POWER	LICENSED 2/11/57
4310	2936	1707	11/7/24	MIDDLE YUBA CANYON CREEK ETC. NOT LISTED	126		SOUTH YUBA CANAL	1/1-12/31		POWER	LICENSED 12/15/36
5193	13770		9/8/26	MIDDLE YUBA		50000	JACKSON MEADOWS MILTON RESERVOIR BOWMAN LAKE SCOTTS FLAT RES. ROLLINS RESERVOIR COMBIE RESERVOIR		1/1-6/30 10/1-12/1	DOMESTIC IRRIGATION RECREATION	LICENSING IN PROGRESS
6229	5804	8809	3/26/29	BEAR RIVER	120		BEAR RIVER CANAL	4/1-10/31		IRRIGATION DOMESTIC	LICENSED 1/20/64
6529	5805	4403	1/9/30	AUBURN RAVINE	8		HEMPHILL CANAL	4/1-11/1		IRRIGATION	LICENSED 7/22/55
6701	5806	12799	6/16/30	CLEAR CREEK FALL CREEK TRAP CREEL	5 10 5		B/S CONDUIT B/S CONDUIT B/S CONDUIT	10/1-9/30 12/1-7/31 1/1-7/31		POWER	LICENSED 7/10/91

**NEVADA IRRIGATION DISTRICT
WATER RIGHT SUMMARY**

APPLICATION	PERMIT	LICENSE	PRIORITY DATE	SOURCE	AMOUNT CFS AF		PLACE OF STORAGE/DIVERSION	SEASON DIVERSION	STORAGE	PURPOSE	REMARKS
6702	5807	12800	6/16/30	CLEAR CREEK FALL CREEK TRAP CREEK	5 10 5		B/S CONDUIT B/S CONDUIT B/S CONDUIT	4/15-9/30 4/15-7/31 4/15-7/31		IRRIGATION	LICENSED 7/10/91
8177	5812	12801	11/27/34	WILSON CREEK	2.7	680	MILTON/BOWMAN CON. BOWMAN LAKE	1/1-12/31	11/1-6/30	IRRIGATION DOMESTIC MUNICIPAL	LICENSED 7/10/91
8178	5813	12802	11/27/34	TEXAS CREEK CLEAR CREEK FALL CREEK TRAP CREEK RUCKER CREEK	68 13.6 75.7 8.6 25		B/S CONDUIT B/S CONDUIT B/S CONDUIT B/S CONDUIT B/S CONDUIT	1/1-6/30 1/1-7/31 12/1-7/31 4/15-6/30 1/1-12/31		POWER	LICENSED 7/10/91
8179	5814	12803	11/27/34	WILSON CREEK	3.5	680	MILTON/BOWMAN CON. BOWMAN LAKE	1/1-12/31	11/1-6/30	POWER	LICENSED 7/10/91
8180	5815		11/27/34	CLEAR CREEK TEXAS CREEK FALL CREEK TRAP CREEK RUCKER CREEK	30 70 85 15 25	6000 14000 17000 3000 5000	B/S CONDUIT B/S CONDUIT B/S CONDUIT B/S CONDUIT B/S CONDUIT SCOTTS FLAT RES. ANTHONY HOUSE PARKER	1/1-12/31 1/1-12/31 1/1-12/31 1/1-12/31 1/1-12/31	11/1-6/30 11/1-6/30 11/1-6/30 11/1-6/30 11/1-6/30	IRRIGATION DOMESTIC	LICENSING IN PROGRESS
15525	13771	10016	9/3/53	SOUTH YUBA	200		SPAULDING LAKE	9/1-6/30		POWER	LICENSED 3/5/73
20017	13772		3/6/61	SOUTH YUBA	200	18000	ROLLINS RESERVOIR SCOTTS FLAT RES.	9/1-6/30	11/1-6/30	DOMESTIC IRRIGATION	LICENSING IN PROGRESS
20072	13773		4/6/61	MIDDLE YUBA		50000	JACKSON MEADOWS BOWMAN LAKE		10/1-6/30	POWER	LICENSING IN PROGRESS

**NEVADA IRRIGATION DISTRICT
WATER RIGHT SUMMARY**

APPLICATION	PERMIT	LICENSE	PRIORITY DATE	SOURCE	AMOUNT CFS AF		PLACE OF STORAGE/DIVERSION	SEASON DIVERSION	STORAGE	PURPOSE	REMARKS
21151	14799	9903	2/5/63	BEAR RIVER	1056		BEAR RIVER (CHICAGO PARK PH)	1/1-12/31		POWER	LICENSED 4/19/72
21152	14800	9902	2/5/63	BEAR RIVER	550		BEAR RIVER (DUTCH FLAT PH)	1/1-12/31		POWER	LICENSED 4/19/72
24983	16953		1/9/76	BEAR RIVER	700	62080	ROLLINS RESERVOIR	1/1-12/31	11/30-6/1	POWER	LICENSING IN PROGRESS
26866	18757		6/3/81	BEAR RIVER	1000		COMBIE RESERVOIR	1/1-12/31		POWER	LICENSING IN PROGRESS
27132	18608		12/3/81	DEER CREEK	85	60000	SCOTTS FLAT RES.	1/1-12/31	1/1-12/31	POWER	LICENSING IN PROGRESS
27559	19158		10/22/82	CANYON CREEK	322	65000	BOWMAN LAKE	1/1-12/31	1/1-7/31	POWER	LICENSING IN PROGRESS
S4716			1873	CANYON CREEK			SAWMILL LAKE			DOMESTIC IRRIGATION POWER	PRE-1914 RIGHT
S4717			1859	CANYON CREEK			FRENCH LAKE			DOMESTIC IRRIGATION POWER	PRE-1914 RIGHT
S10591			1967	DAMFINE SPRING			JACKSON MEADOWS CAMPGROUND			DOMESTIC	RIPARIAN RIGHT
S10592			1967	UNNAMED TRIB. TO PASS CK.			JACKSON MEADOWS CAMPGROUND			DOMESTIC	RIPARIAN RIGHT

**NEVADA IRRIGATION DISTRICT
WATER RIGHT SUMMARY**

APPLICATION	PERMIT	LICENSE	PRIORITY DATE	SOURCE	AMOUNT CFS	AF	PLACE OF STORAGE/DIVERSION	SEASON DIVERSION	STORAGE	PURPOSE	REMARKS
S10794			PRIOR TO 1880	ORR CREEK COON CREEK			GOLD HILL CANAL CAMP FAR WEST CANAL			DOMESTIC IRRIGATION STOCK WTR.	PRE-1914 RIGHT
S12949			1851	DEER CREEK			KEYSTONE CANAL			IRRIGATION STOCK WTR.	PRE-1914 RIGHT
S12950			1851	DEER CREEK			TUNNEL CANAL			DOMESTIC IRRIGATION STOCK WTR. FIRE PROTEC. RECREATION	PRE-1914 RIGHT
S12951			1851	DEER CREEK			NEWTOWN CANAL			DOMESTIC IRRIGATION STOCK WTR. FIRE PROTEC. RECREATION	PRE-1914 RIGHT
S12952			1850	DEER CREEK			D/S CANAL			DOMESTIC IRRIGATION STOCK WTR. FIRE PROTEC. RECREATION MUNICIPAL INDUSTRIAL	PRE-1914 RIGHT
S12953			1857	DEER CREEK			CASCADE CANAL			DOMESTIC IRRIGATION STOCK WTR. FIRE PROTEC. RECREATION INDUSTRIAL	PRE-1914 RIGHT

**NEVADA IRRIGATION DISTRICT
WATER RIGHT SUMMARY**

APPLICATION	PERMIT	LICENSE	PRIORITY DATE	SOURCE	AMOUNT CFS	AF	PLACE OF STORAGE/DIVERSION	SEASON DIVERSION	STORAGE	PURPOSE	REMARKS
S13330			1854	MIDDLE YUBA			MILTON RESERVOIR			MINING DOMESTIC IRRIGATION POWER RECREATION STOCK WTR. FIRE PROTEC.	PRE-1914 RIGHT
S13790			1853	AUBURN RAVINE			HEMPHILL CANAL			IRRIGATION MINING STOCK WTR. FIRE PROTEC.	PRE-1914 RIGHT
S13791			1853	AUBURN RAVINE			AUBURN RAVINE I CANAL			IRRIGATION DOMESTIC MINING STOCK WTR. FIRE PROTEC.	PRE-1914 RIGHT
S13800			1872	CANYON CREEK			BOWMAN LAKE			IRRIGATION MINING MUNICIPAL INDUSTRIAL DOMESTIC POWER STOCK WTR. FIRE PROTEC. RECREATION	PRE-1914 RIGHT
S13801			1872	CANYON CREEK			FAUCHERIE LAKE			DOMESTIC IRRIGATION MUNICIPAL INDUSTRIAL STOCK WTR. POWER RECREATION FIRE PROTEC. MINING	PRE-1914 RIGHT

**NEVADA IRRIGATION DISTRICT
WATER RIGHT SUMMARY**

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S13809			1853	BEAR RIVER			COMBIE PHASE I CANAL			IRRIGATION DOMESTIC POWER MINING STOCK WTR.	PRE-1914 RIGHT
S13926			1859	WOLF CREEK			TARR CANAL			IRRIGATION MINING STOCK WTR.	PRE-1914 RIGHT
S13927			1874	SOUTH YUBA			SOUTH YUBA CANAL			IRRIGATION DOMESTIC MUNICIPAL POWER RECREATION STOCK WTR. MINING INDUSTRIAL FIRE PROTEC.	PRE-1914 RIGHT
S13928			1874	SOUTH YUBA			DRUM CANAL			IRRIGATION DOMESTIC POWER RECREATION STOCK WTR. MINING INDUSTRIAL FIRE PROTEC.	PRE-1914 RIGHT
S14353			1851	DEER CREEK			SCOTTS FLAT			IRRIGATION DOMESTIC STOCK WTR. FIRE PROTEC. RECREATION POWER	PRE-1914 RIGHT & RIPARIAN
S14354			1853	BEAR RIVER			ROLLINS POWERHOUSE			POWER	PRE-1914 RIGHT & RIPARIAN

**NEVADA IRRIGATION DISTRICT
WATER RIGHT SUMMARY**

APPLICATION	PERMIT	LICENSE	PRIORITY DATE	SOURCE	AMOUNT CFS AF		PLACE OF STORAGE/DIVERSION	SEASON DIVERSION	STORAGE	PURPOSE	REMARKS
S14355			1853	BEAR RIVER			BEAR RIVER CANAL			IRRIGATION DOMESTIC POWER MINING STOCK WTR. FIRE PROTEC.	PRE-1914 RIGHT
S14356			1872	CANYON CREEK			BOWMAN POWERHOUSE			POWER	PRE-1914 RIGHT
S16092			1859	JACKSON CREEK			JACKSON LAKE			IRRIGATION DOMESTIC MUNICIPAL POWER RECREATION STOCK WTR. MINING INDUSTRIAL FIRE PROTEC.	PRE-1914 RIGHT
S16095			1984	BEAR RIVER		COMBIE NORTH & SOUTH PH				POWER	RIPARIAN